

INDIVIDUAL LETTERS

Shirley Griego
32685 Sylvan Ave.
Barstow, Ca. 92311
July 25, 2011

Comment Letter I1

Amy Dutschke
Regional Director
Pacific Regional Office
Bureau of Indian Affairs
2800 Cottage way
Sacramento, Ca. 95825

RECEIVED BY
2011 JUL 28 PM 4:11
PACIFIC REGIONAL
OFFICE

Amy Dutschke,

I am expressing my support on the
Los Coyotes Barstow Casino Project.

I am in favor of all Native American
people. If a Casino helps their people
have better opportunities and lives, I support
it wholeheartedly.

I believe this Casino Project would be
beneficial to Barstow as well, as we need
growth.

I would visit the Casino in Barstow instead
of traveling so many miles to Nevada. It would
save me time and money.

I truly hope the Casino project goes forward
and in a timely manner.

Thank you,
Sincerely,
Shirley J. Griego

11-1
SEARCHED
SERIALIZED
INDEXED
FILED
DEC 15 2011
FBI - SACRAMENTO
DEC 15 2011
FBI - SACRAMENTO

P.S. I like the Casino design but would like to
see Los Coyotes Name on the building also.
Not Barstow Casino — Too Boring

S. Pellegrino
32685 Sylvan ave
Barstow Ca. 92311

RECEIVED
2011 JUL 28 7:41
PACIFIC REGIONAL
OFFICE

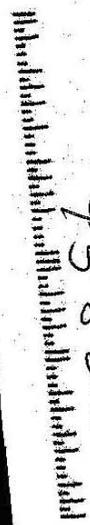
SAN BERNARDINO CA 924

26 JUL 2011 PM 1 L



Amy Dutschke
Regional Director
Pacific Regional Office
of Indian Affairs
Bureau
2800 cottage way
Sacramento, California

95825



95825+1230

Los Coyotes Barstow Casino Project

Comment Letter I2

To: Amy Dutschke

July 26, 2011

Subject: Casino

RECEIVED

2011 JUL 28 PM 11:17

PACIFIC REGIONAL
OFFICE

I support a casino in Barstow. The positive benefits far out weigh the negative impact. Unemployment is at an all time high, welfare in Barstow is around 33%. So bringing a casino to Barstow would make a huge impact financially to our city. So yes I am in favor of a casino and the whole community should be also.



I2-1

Paul & Elizabeth Aviles

aul ✓

DEC 2011
ND



Paul Aviles
28128 Waterman Rd.
Barstow, CA 92311

RECEIVED

2011 JUL 26 PM 4 10

PACIFIC REGIONAL
OFFICE

5000 BERTHARD RD, CA 924

20 JUL 2011 PM 3 1



SAVING GLASS FOREVER

Amy Dutschke
Regional Director
Pacific Regional Office
Bureau of Indian Affairs
2800 Cottage Way
Sacramento, CA 95825

95825+1490



Carmen Hernandez
450 Lillian Dr.
Barstow, Ca. 92311

RECEIVED
JUL 28 11 48 14

July 25, 2011
Amy Dutschke
Regional Director
Pacific Regional Office
Bureau of Indian Affairs
2800 Cottage Way
Sacramento, Ca. 95825

PACIFIC REGIONAL
OFFICE

✓ act
DORNS
ND

Re: Los Coyotes Casino Project, Barstow

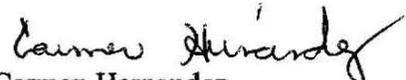
Dear Ms. Dutschke,

I am writing to express my support of the Coyotes Casino Project in Barstow. I am a Community Activist and business owner in the City of Barstow and can attest to the need for the project to stimulate our economy. I survived the closure of Ft. Irwin in the past but the current economic issues in our city far out way those times.

We are the smallest city in the Hi-Desert but the most community oriented and feel the casino project is a win-win for both parties that are currently experiencing hard times. It has been an ongoing project with obstacles at every turn. I think it is time that both the federal government, state government and Bureau of Indian Affairs address both parties' needs and move the project forward. It would benefit two worthy communities.

I3-1

Sincerely,


Carmen Hernandez

USA FIRST CLASS FOREVER



SAN BERNARDINO CA 924

09 JUL 2011 PM 07

Hernandez
450 Lillian Dr
Barstow, CA 92311-3008

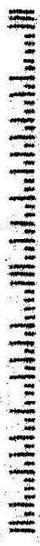


PACIFIC REGIONAL
OFFICE

09 JUL 28 PM 07

Amy Ditcher, Regional Director
Pacific Regional Office
Bureau of Indian Affairs
2800 College Way
Sacramento, Ca 95825

95825+1425



120 Neptune Pl

Escondido, CA 92026

22 July 2011

RECEIVED
2011 JUL 25 PM 4:38
PACIFIC REGIONAL
OFFICE

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✓
DECANS
ND

Amy Dutschke

Regional Director, Pacific Regional Office,

Bureau of Indians Affairs

2800 Cottage Way, Sacramento, CA 95825

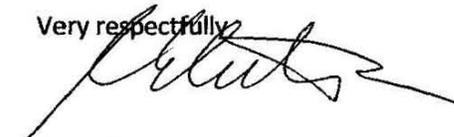
Dear Madame:

My name is Conrado Castro, a state resident living in Southern California. As a concerned citizen having relatives living in Barstow area, I am excited of the fact that the Los Coyotes Casino project is now advancing in it's approval process. With due respect, I urge you and your constituents to help the Tribe as well as the Barstow community by approving the project, and help bring an economic opportunity to the city and surrounding areas. The Tribe and the residents of City of Barstow, I believe, have been deprived long enough of an economic prosperity brought by project such as this.

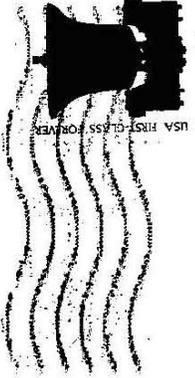
I4-1

Thank you so much for your consideration, and I am looking forward for a positive response from your office.

Very respectfully,


Conrado Castro

CASTRO, CE.
120 NEPTUNE PL
ESCONDIDO, CA 92026



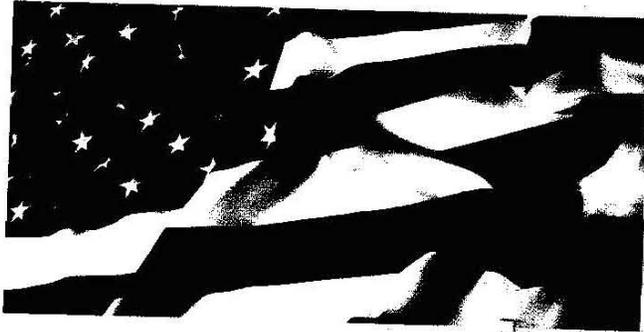
SAN DIEGO CA 921
23 MAY 11 PM 1971

Amy Dutschke
Regional Director, Pacific Regional Office,
Bureau of Indians Affairs
2800 Cottage Way, Sacramento, CA 95825

RECEIVED BIA
MAY 11 1971
PACIFIC REGIONAL
OFFICE

95825+1846





✓ aed

DECRMS
NS

Mr. Robert L McGinnis

OFFICE
1 JUL 2011
PACIFIC INTERNATIONAL
OFFICE

Amy Dutschke

7-24-2011

I have retired from teaching
in the Barstow Community after 35 yrs.
My family have been in the Barstow
Community for over 128 yrs. I served
on the Barstow planning commission for
16 yrs & have been very active in
the Community-

I5-1

I strongly SUPPORT the
Los Coyotes Casino in the Barstow area -
Please contact me if I can throw
any light on the Barstow Community & its history.
Thankyou for your considerations to the
Project

Helping Our Heroes

Robert L. "BOB" McGinnis

RECEIVED BY 7-26-11

Dear Amy Dutschke,

JUL 28 PM 4:13
PACIFIC REGIONAL
OFFICE

I am a resident of Barstow and a registered voter in our city and am very much in favor of the Casino,

16-1

The Town would certainly be helped with this project

Thank you for your attention and help

DEEMS

ND

Benny Am Roy's
432 Oakmont Dr
Barstow, CA 92311

B. A. P. 07
432 Calhoun
Barnes, Ga 30311

JUL 20 2011 PM 1 L



PACIFIC REGIONAL OFFICE

Army Nutschke
Regional Director
Bureau of Indian Affairs
2000 Cottage Way
Sacramento, CA 95825
Pacific Regional Office

create a lot of
much needed
jobs ~ for all
concerned.

17-1
cont.

Also it would
keep some of the
money HERE that
Vegas has been
"packin'" in!

Sincerely,
Marie Pettit
P.O. Box 459
Xerxes, CA 92398

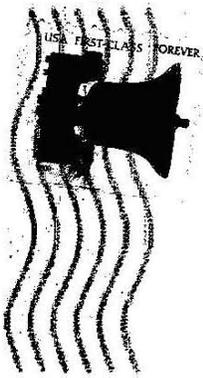
7-27-11 Amy

T 1/2
Decems

NO Reply

Dear Amy,
Sorry I can't make
it to the meeting
tonight - but believe
me I am all for
the casino being
~~built~~ built in
Barstow. For one
thing it would

17-1



SAN BERNARDINO CA 924
27 JUL 2011 PM 1 T

Marie Pettit
478 W. Williams St.
PO Box 459
Yermo, CA 92398-0459

2011 Jul 29 PM 1 T

Amy Dutelle
Office
Bureau of Indian Affairs
2800 Cottage Way,
Sacramento, CA, 95825



Comment Letter 18

Reg No.
 Reg Adm. Div.
 Route DECEMS
 Response NO
 Date 11/27/01

To

Whom it ^{may concern}
 my name is Richard D. Johnston
 also known as Rex D. Davis
 lived in Barston Colic since
 1927. Am 100% in favor of
 the casino interstate 15 and
 Kenwood RD is an ideal
 location for a casino. As you
 know Barston has been in
 decline for many years.
 Our unemployment is very
 high. Our roads are in
 bad shape. The Kinist St
 bridge is falling down.
 The sewer plant needs to
 be upgraded.

OVER

BANSTON IS 135 MILES FROM
LOS ANGELES HALF WAY BETWEEN
LOS ANGELES AND LAS VEGAS, SO WE'RE
KINDA ON THE END OF THE LINE. WE
GET NO INDUSTRY OR OTHER HIGH
PAYING JOBS, WE NEED A
TAX BASE TO GET THESE THINGS
DONE. BANSTON IS IN THE MIDDLE
OF THE MOLAYE DECREE. WHY NOT
LET THE INVESTORS ON THEIR WAY
TO LAS VEGAS STOP HERE IN BANSTON
AND SPEND THEIR MONEY AT
OUR CASINO. IF WE DO NOT
GET THIS CASINO BANSTON
WILL REMAIN A WEAK
TOWN

AS ALWAYS
Dennett Wally
Df

18-1
cont

WRITTEN COMMENT CARD

**BUREAU OF INDIAN AFFAIRS – DEIS PUBLIC HEARING
LOS COYOTES BAND OF CAHUILLA AND CUPEÑO INDIANS 23-ACRE FEE-TO-TRUST TRANSFER AND CASINO-
HOTEL PROJECT, CITY OF BARSTOW, CALIFORNIA**

BARSTOW COMMUNITY COLLEGE GYMNASIUM
2700 Barstow Road, Barstow, California

IF YOU WOULD LIKE TO SUBMIT A WRITTEN STATEMENT, PLEASE COMPLETE THE FOLLOWING INFORMATION AND COMMENT IN THE SPACE PROVIDED BELOW. GIVE TO ATTENDANT OR DROP IN THE WRITTEN COMMENT BOX. COMMENTS MAY ALSO BE SUBMITTED BY MAIL TO THE ADDRESS LISTED BELOW.

(Please write legibly)

Name: FRED STEARN Organization: Silver Valley Realty

Address: 44244 NATIONAL TRAILS Highway, Newberry
SPRINGS, CA 92365

Comment: (TEL 760-257-3560 days)

CAN YOU MAIL me A COPY OF THE DEIS .
I DO NOT HAVE A COMPUTER

THANK YOU VERY MUCH

I9-1

Please give to attendant, drop in Written Comment Box, or mail to the Bureau of Indian Affairs, Attention: Ms. Amy Dutschke, Regional Director, Pacific Regional Office, Bureau of Indian Affairs, 2800 Cottage Way, Sacramento, CA 95825. Please include your name, return address, and the caption: DEIS Comments, Los Coyotes Band of Cahuilla and Cupeño Indians Fee-to-Trust and Casino-Hotel Project.

WRITTEN COMMENT CARD

BUREAU OF INDIAN AFFAIRS – DEIS PUBLIC HEARING
 LOS COYOTES BAND OF CAHUILLA AND CUPEÑO INDIANS 23-ACRE FEE-TO-TRUST TRANSFER AND CASINO-
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(Please write legibly)

Name: Patricia J Maser Morris Organization: (self)

Address: 34388 K Street, Barstow CA 92311

Comment: The honorable thing for the Federal Government to do for the Los Coyotes is to allow them to build this Casino/Resort in Barstow. They were pushed onto a reservation that is undevelopable. In over 100 years, there has been no development of any significance there and over half of the tribe's adult members had been forced to leave the reservation in order to earn a living. I see no other ^{possible} way to enable the Los Coyotes to better themselves and their reservation.

110-1

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(Please write legibly)

Name: Laura Moraco Organization: _____

Address: 1160 Broadway Ave, Barstow, Ca. 92311

Comment: Comment letter attached,

Please give to attendant, drop in Written Comment Box, or mail to the Bureau of Indian Affairs, Attention: Ms. Amy Dutschke, Regional Director, Pacific Regional Office, Bureau of Indian Affairs, 2800 Cottage Way, Sacramento, CA 95825. Please include your name, return address, and the caption: DEIS Comments, Los Coyotes Band of Cahuilla and Cupeño Indians Fee-to-Trust and Casino-Hotel Project.

Good evening, I am in support of the Los Coyotes Casino in Barstow., its concept, location and its anticipated impact.

In the consideration of possible positive or negative impacts that this proposed project may have on the environment, which consist of natural, social and economic aspects, the tribe could not have chosen a better location for the casino.

The location is off the freeway, but with easy access, there are 2 approaches to the site, both northbound and southbound to allow easy traffic circulation and it is in a remote area where noise will not be an issue. Utilities will be used by local conveyance, and happily the vegetation in the project area is limited, and there are no concentrated populations of wildlife in the area.

Casino's benefit cities greatly by giving back to the community in many ways. Casinos create jobs, pay a considerable amount of taxes to the community, and create tourism. This type of business that is added to a community benefits everyone. Barstow is a unique place and casinos are uniquely categorized, which makes Barstow and the Los Coyotes Casino completely compatible.

The destiny of this incredible opportunity is in the hands of legislators. All we ask is that in the approval process you please do not forget to hear our voices, remove any political element and disconnect and really listen to what you hear from our community.

If there was ever a city or a vote for you to invest in, its Barstow.

Thank you.

Laura Moraco
1160 Broadway Ave.
Barstow, CA 92311

111-1

WRITTEN COMMENT CARD

BUREAU OF INDIAN AFFAIRS – DEIS PUBLIC HEARING
LOS COYOTES BAND OF CAHUILLA AND CUPEÑO INDIANS 23-ACRE FEE-TO-TRUST TRANSFER AND CASINO-
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2700 Barstow Road, Barstow, California

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(Please write legibly)

Name: Dr. Michael Burton M.D. Organization: MICHAEL BURTON MD, MEDICAL GROUP

Address: 2101 HILLHURST AVE L.A. CA 90027

Comment: Better access to medical care would happen with 1000 jobs with medical insurance. Barstow needs the casino. Better medical care means 3-4 thousand people with medical insurance.

I12-1

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COMMENTS MAY ALSO BE SUBMITTED BY MAIL TO THE ADDRESS LISTED BELOW.

(Please write legibly)

Name: Brenda Burton Organization: Landowner in Barstow

Address: 4510 Arocado St. LA CA 90027

Comment: This community desperately needs the economic
stimulus that this casino would create. It will
provide jobs and medical benefits both for the residents
and the Indians. Economiz stimulus will promote
education and decrease public assistance.
Do not let other tribes and lobbying parties from other casinos
op this casino. This community and this Indian tribe want this
sino. Please legislate on the behalf of the people in support

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Director, Pacific Regional Office, Bureau of Indian Affairs, 2800 Cottage Way, Sacramento, CA 95825. Please include your name, return
address, and the caption: DEIS Comments, Los Coyotes Band of Cahuilla and Cupeno Indians Fee-to-Trust and Casino-Hotel Project.

I support Alternative A

I13-1

WRITTEN COMMENT CARD

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LOS COYOTES BAND OF CAHUILLA AND CUPEÑO INDIANS 23-ACRE FEE-TO-TRUST TRANSFER AND CASINO-
HOTEL PROJECT, CITY OF BARSTOW, CALIFORNIA

BARSTOW COMMUNITY COLLEGE GYMNASIUM
2700 Barstow Road, Barstow, California

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(Please write legibly)

Name: HENRY ROBERTS Organization: CITIZEN

Address: 201 MONTARA RD, SP# 274, BARSTOW, CA. 92311

Comment: I'M FOR THE CASINO PROJECT. A BARSTOW RESIDENT FOR 57 YEARS. THIS TOWN HAS BEEN DYING FOR YEARS. WE (THE TOWN) NEEDS THE INCOME AND JOBS BADLY. GAMBLING IS A LEGAL AND LEGITIMATE BUSINESS. BRING IT ON.

I14-1

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BARSTOW COMMUNITY COLLEGE GYMNASIUM
2700 Barstow Road, Barstow, California

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(Please write legibly)

Name: Daniel Jenkins Organization: Revolutions Entertainment Center

Address: 750 E. Main St Barstow, CA 92311

Comment: We feel that this casino is a great opportunity for the citizens and economy of Barstow. We are concerned with how law enforcement will handle the increased traffic in.

I15-1

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(Please write legibly)

Name: Patricia Ramirez Organization: _____

Address: 25525 BeJual St. Barstow CA 92311

Comment: It would be great to see Barstow known for more than a restroom stop on the way to Las Vegas, and more importantly, we need to get rid of our reputation as "The Meth capital of the US."

I16-1

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(Please write legibly)

Name: Tony Titolo Organization: MAT Investments
Address: 20111 Glacier Circle, Huntington Beach, CA 92648

Comment: As a Barstow land owner for 20 years we support the approval of the casino project.

I17-1

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(Please write legibly)

Name: Robert L. Berkman Organization: Newberry Springs Alliance
Address: P.O. Box 368, Newberry Springs 92365-0368

Comment: Request hard copy of
draft EIR and Appendices

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(Please write legibly)

Name: TED STIMPFEL Organization: NEWBERRY SPRINGS
COMMUNITY ALLIANCE

Address: _____

Comment: _____

PLEASE PLACE US ON YOUR E-MAIL LIST

NEWBERRYSPRINGS @ HOTMAIL.COM

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(Please write legibly)

Name: R. A Rasmussen Organization: N/A

Address: 574 50th Ave. Barstow, Ca 92311

Comment: _____

yes

yes

Please give to attendant, drop in Written Comment Box, or mail to the Bureau of Indian Affairs, Attention: Ms. Amy Dutschke, Regional Director, Pacific Regional Office, Bureau of Indian Affairs, 2800 Cottage Way, Sacramento, CA 95825. Please include your name, return address, and the caption: DEIS Comments, Los Coyotes Band of Cahuilla and Cupeño Indians Fee-to-Trust and Casino-Hotel Project.

WRITTEN COMMENT CARD

BUREAU OF INDIAN AFFAIRS – DEIS PUBLIC HEARING
LOS COYOTES BAND OF CAHUILLA AND CUPEÑO INDIANS 23-ACRE FEE-TO-TRUST TRANSFER AND CASINO-
HOTEL PROJECT, CITY OF BARSTOW, CALIFORNIA

BARSTOW COMMUNITY COLLEGE GYMNASIUM
2700 Barstow Road, Barstow, California

IF YOU WOULD LIKE TO SUBMIT A WRITTEN STATEMENT, PLEASE COMPLETE THE FOLLOWING INFORMATION AND COMMENT IN THE SPACE PROVIDED BELOW. GIVE TO ATTENDENT OR DROP IN THE WRITTEN COMMENT BOX. COMMENTS MAY ALSO BE SUBMITTED BY MAIL TO THE ADDRESS LISTED BELOW.

(Please write legibly)

Name: DANNY R SANCHEZ Organization: _____

Address: 610 STARLIGHT ST. BARSTOW CA 92311

Comment: THIS WILL BE GOOD FOR BARSTOW
THANK YOU! GOOD LUCK

I21-1

Please give to attendant, drop in Written Comment Box, or mail to the Bureau of Indian Affairs, Attention: Ms. Amy Dutschke, Regional Director, Pacific Regional Office, Bureau of Indian Affairs, 2800 Cottage Way, Sacramento, CA 95825. Please include your name, return address, and the caption: DEIS Comments, Los Coyotes Band of Cahuilla and Cupeño Indians Fee-to-Trust and Casino-Hotel Project.

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COMMENTS MAY ALSO BE SUBMITTED BY MAIL TO THE ADDRESS LISTED BELOW.

(Please write legibly)

Name: LARRY P SANCHEZ Organization: _____

Address: 1340 SUNSHINE DR. BARSTOW CA

Comment: HOPPE YOU COME TO BARSTOW

GOOD LUCK!

I22-1

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WRITTEN COMMENT CARD

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(Please write legibly)

Name: Viola Basulto Organization: Self - B.A.H.C.

Address: 300 Frances Dr.

Comment: Would Like 4 u. to Be the first "Green"
 Casino. Showing concern for our Precious environment.
 Also. Be the "Gate way" to the Mojave by education
 providing information on our Mojave - Example -
 Death Valley, Mojave Preserve, Joshua Nation Park,
 Local - O.H.V. Supplying ^{Desert} safety information on O.H.V.
 Rock Climbing off Road racing and all areas
 of Recreation in the Desert. Also - maybe a Discovery Center over

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with Live animals of our Desert all
Desert Wildflowers when they bloom & Tourists
U Should return the favor of using
our Desert by helping to Preserve &
Protect it for the future. You would
not go wrong. E-mail if you would like
more Visions - Vivision1@yahoo.com.

WRITTEN COMMENT CARD

**BUREAU OF INDIAN AFFAIRS – DEIS PUBLIC HEARING
LOS COYOTES BAND OF CAHUILLA AND CUPEÑO INDIANS 23-ACRE FEE-TO-TRUST TRANSFER AND CASINO-
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(Please write legibly)

Name: Mario Castellano Organization: Los coyotes Band cahuilla /cupeño
Address: 2845 Grace St #3 Riverside, CA 92504

Comment: The Los coyotes indian RES is considered to be sacred & ~~is not~~ undevelopable land. It is home to endangered species & has a delicate environmental cycle. It is California natural habitat & should be left untouched/ungarnished to such a ~~an~~ project. The Barstow community would greatly benefit. The Los coyotes tribe will greatly benefit. Besides there was no "Ancestral" tribal lands back then. NO 1 knows. Wars have been fought. Lands conquered.

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My people have been here for thousands of years & you mean to tell me they never roamed? There is proof the Cahuilla language falls into the Uto-Aztecan dialect language. We traded w/ them. The Aztecs were a warring mercenary tribe who went to war w/ other tribes. Best believe we were there w/ them, we ~~inter~~ married out to other tribes to form pacts w/ other tribes. You don't think for a sec we didn't marry out to this present day, on Ancestry dot com I have family in Torres-Martinez, Agua Caliente, the Springs. I see ancestral ties. My people were everywhere & way or another. Thank you! I'd like to hear some I dispute that.

WRITTEN COMMENT CARD

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(Please write legibly)

Name: ANNETTE MARTINEZ Organization: _____

Address: 35275 1/2 CEDAR RD, BARSTOW, CA 92311

Comment: WOULD VERY MUCH LIKE TO HAVE THE CASINO
BECAUSE BARSTOW NEEDS JOBS!! I NEED A JOB
TOO!!

I25-1

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(Please write legibly)

Name: EVELYN WILLETT Organization: _____

Address: 35275 1/2 CEDAR RD, BARSTOW

Comment: _____

EVERY BODY NEEDS A JOB.

CASINO SOUND THE BEST

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(Please write legibly)

Name: Brenna Bynard-Smyth Organization: Physician

Address: Barstow, CA, 92311

Comment: I am against the Casino coming to Barstow.

Gambling is not a good environment to raise kids or to live, Gambling will increase gangs, drugs, prostitution and crime. As well as gambling and other increase in addition 2 1/2 - 3 yrs ago in the Herwood (region of Barstow) we had an increase in gang related shootings and crime

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(includes the outlet mall) at just the hint of a casino coming

WRITTEN COMMENT CARD

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(Please write legibly)

Name: Ponciano Castellano Organization: Los Coyotes tribal member

Address: 2122 W. Chestnut St. Apt 3203 San Bernardino CA 92410

Comment: I support the process of taking the land into trust because it's in the tribes best interest. our reservation has some of the most beautiful land sites I have ever seen, and I plan to live there one day. I would hate to see our land demolished and filled with traffic. I would like to see our land ~~demolished~~ and culture preserved the way it was a hundred years ago, except for housing development.

I28-1

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(Please write legibly)

Name: Robert Walz Organization: _____

Address: 1111 Wagon Dr Barstow, CA 92311

Comment: We need this project to go through

I29-1

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(Please write legibly)

Name: Bernard Bessy Organization: _____

Address: 921 Old Hwy 58 Barstow CA 92311

Comment: I hope that The casino is allowed.

I30-1

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Comments Casino Draft EIS, July 27, 2011

Good Evening and Thank You for allowing me a make a few short comments. I have read all 444 pages over the past three weeks. I found nothing in the Draft EIS that would prevent the project from going to a successful completion.

Four years ago I wrote letters to all the politicians that represent the area, City, County, State and Federal. I stated let's keep California dollars in California and thereby keeping the associated taxes here to aid the City, County and State. ----- Some listened, some didn't. An important mistake to those that didn't heed good advice. The ~~State~~ ^{GOVERNMENTS} needs revenue!
THE TRIBE NEEDS THE REVENUE.

I31-1

Some parts of the EIS are dated and I assume will be corrected prior to its final publication.

I31-2

Road Infrastructure:

I was concerned about access and egress to the project and have since learned that CalTrans is planning an interchange about one mile to the ~~south~~ ^{SOUTH} from I-15 to Outlet Center Drive.
IF PROJECT IS APPROVED. 1

I31-3

ilities and Sewer:

It appears that the City, SW Gas, SoCal Edison and Golden Gate Water are planning to expand south on Outlet Center Drive to accommodate for the future facilities which will be built to support the visitors to the project. These utility upgrades and additions are not completely mentioned and may be beyond the scope of the Draft EIS.

I have watched the ebb and flow of the economy of Barstow for the past 30 years. Lately the ebb has been greater than the flow. For the good of the entire Barstow Area and its sphere of influence a positive outcome and future project approval would be most welcome.

"Larry, the Cable Guy" says: "Getter Done!" Thank You.

Harvey J. Walker
P.O. Box 1923
Barstow, CA 92312-1923

FILED

JUL 29 PM 4:10

PACIFIC REGIONAL OFFICE

Joseph M Asprec
Marie D Asprec
15412 Park Point Ave Unit 108
Lake Elsinore CA 92532

July 25,2011

Amy Dutschke
Regional Director, Pacific Regional Office,
Bureau of Indian Affairs
2800 Cottage Way, Sacramento , CA 95825

Dear Madame:

We, Joseph & Marie Asprec husband & wife , a state residents living in Southern California. As we are concerned citizens having relatives living in Barstow area, we're excited of the fact that the Los Coyotes Casino project is now advancing in its approval process. With due respect, we urge you and your constituents to help the Tribe as well as the Barstow community by approving the project, and help bring an economic opportunity to the city and surrounding areas. The Tribe and the residents of the City of Barstow, we believe have been deprived long enough of an economic prosperity brought by project such as this.

I32-1

We are very thankful & appreciate your kind consideration for our request and looking forward for a positive response from your office.

Sincerely yours

Joseph M. Asprec
Marie D. Asprec
Joe & Marie Asprec

4/3
 Reg Dir _____
 Dep Reg Dir TB
 Reg Adm Ofcr _____
 Route DeCRms
 Response Required NO
 Due Date _____
 Memo _____ Ltr _____
 Tele _____ Other _____



Joseph M. Asprec, M.D., Inc.

FAMILY HEALTH CARE



Ms. Marie Asprec
19112 Park Point Ave., Unit. 108
Lake Elsinore, CA 92531-0451

PACIFIC

DEC 25 1985



*Ann Dutschke
Regional Director, Pacific Regional Office
Bureau of Indian Affairs
2800 Cottage Way,
Sacramento, CA 95834*

95834+1405

Amy
DELRM
 No Reply

July 25, 2011
 RAYLEE J. GRIEGO
 32661 SYLVAN AVE.
 BARSTOW, CA 92311

AMY DUTSCHKE, REGIONAL DIRECTOR
 Pacific Regional Office, BUREAU OF INDIAN AFFAIRS
 2800 Cottage Way
 SACRAMENTO, CA 95825

Dear Ms. Dutschke,
 PACIFIC REGIONAL OFFICE

I would like to show my support of the Los Coyotes Barstow Casino by submitting this letter. As a life long resident of Barstow, I can attest that this project will be a beneficial asset to this community.

In the 33 years I've lived here I have witnessed little growth in Barstow whilst other communities have blossomed. I hope the casino will bring more business to Barstow so we can have more opportunity to shop locally. This will save local residents time and money that is often spent in other cities.

I also feel that it is important to support Native American communities, and bringing this casino to Barstow is a win-win situation for both the town of Barstow, and Los Coyotes Indian tribe.

However, I am not in support of the name Barstow Casino. I believe it should reflect the Native Americans it is helping and be called Los Coyotes Casino of Barstow.

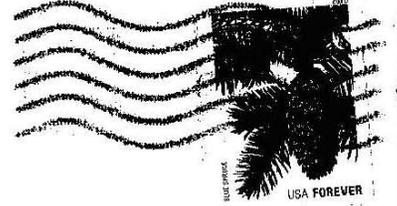
I hope this project will come to fruition soon, as I will be a patron of this establishment. Thank you.

Respectfully submitted,
 Raylee J. Griego - Homeowner

I33-1

SAN BERNARDINO CA 924

26 JUL 2011 PM 1 T



OFFICE
PACIFIC REGIONAL
2011 AUG - 1
MAIL

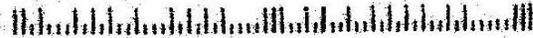
Amy Dutschke, Regional Director
Pacific Regional Office, Bureau of INDIAN Affairs
2800 Cottage WAY
Sacramento, CA
95825

RECEIVED

JUL 29 2011

Regional Solicitor
Pacific Southwest Region

95825+1885



Comment Letter I34

RECEIVED BY
AUG -8 PM 4:30
PACIFIC REGIONAL
OFFICE

32867 Valentino Way
Temecula, CA 92592
July 25, 2011

✓
DECISIONS
NO

Amy Dutschke
Regional Director, Pacific Regional Office,
Bureau of Indians Affairs
2800 Cottage Way, Sacramento, CA 95825

Dear Madame:

My name is Dr. Ernesto Salas, a state resident living in Southern California. As a concerned citizen having relatives living in Barstow area, I am excited of the fact that the Los Coyotes Casino project is now advancing in its approval process. With due respect, I urge you and your constituents to help the Tribe as well as the Barstow community by approving the project, and help bring an economic opportunity to the city and surrounding areas. The Tribe and the residents of the City of Barstow, I believe, have been deprived long enough of an economic prosperity brought by project such as this.

I34-1

Thank you so much for your consideration, and I am looking forward for a positive response from your office.

Very respectfully


Ernesto Salas, M.D.

RECEIVED BY
2011 AUG -8 PM 4:31
PACIFIC REGIONAL
OFFICE

32867 Valentino Way
Temecula, CA 92592
July 25, 2011

Reg. Dir.	<i>all</i>
Dep. Reg. Dir.	
Act. Dir.	
Trans.	<i>DECRMS</i>
Response Required	<i>NO</i>
Date Due	
Attn	
Tele	

Amy Dutschke
Regional Director, Pacific Regional Office,
Bureau of Indians Affairs
2800 Cottage Way, Sacramento, CA 95825

Dear Madame:

My name is Marilyn Salas, a state resident living in Southern California. As a concerned citizen having relatives living in Barstow area, I am excited of the fact that the Los Coyotes Casino project is now advancing in its approval process. With due respect, I urge you and your constituents to help the Tribe as well as the Barstow community by approving the project, and help bring an economic opportunity to the city and surrounding areas. The Tribe and the residents of the City of Barstow, I believe, have been deprived long enough of an economic prosperity brought by project such as this.

I35-1

Thank you so much for your consideration, and I am looking forward for a positive response from your office.

Very respectfully

Marilyn Salas
Marilyn Salas

WRITTEN COMMENT CARD

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HOTEL PROJECT, CITY OF BARSTOW, CALIFORNIA

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2700 Barstow Road, Barstow, California

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(Please write legibly)

Name: Nancy Dittman Organization: None, Christian

Address: 27315 Highview Ave., Barstow, CA 92311

Comment: We have just come out of a drought. I am very concerned about the water issue. I have seldom seen people at a resort be sparing with water. I noticed the big fountain in the proposed casino-resort. I live just over the hill from Lenwood interchange. I don't want to be told I must cut my water usage and then find out you have suites with multiple showerheads. In the desert, we have all been told to use flow restrictors. over

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I36-1

So to be short, I am concerned about
lavish and wasteful use of water. Our
water comes from local wells. Sometimes
they get low and the water gets very hard
with alkali + minerals. Lots of scale.

Respectfully submitted by Nancy Wetman

August 11, 2011

DEIS comments for Coyotes Band of Cahulla
and Cupeno Indians Fee to Trust and
Casino-Hotel Project

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AUG 15 PM 3:4

PACIFIC REGIONAL
OFFICE

136-1
cont.

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AUG 1
PACIFIC
OF

WRITTEN COMMENT CARD

Comment Letter I37

BUREAU OF INDIAN AFFAIRS - DEIS PUBLIC HEARING
LOS COYOTES BAND OF CAHUILLA AND CUPEÑO INDIANS 23-ACRE FEE-TO-TRUST TRANSFER AND CASINO-
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2700 Barstow Road, Barstow, California

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COMMENTS MAY ALSO BE SUBMITTED BY MAIL TO THE ADDRESS LISTED BELOW.

(Please write legibly)

Name: ELIZABETH PISTONE Organization: _____

Address: 37188 LOMBARDY AVENUE, BARSTOW, CA 92311

Comment: I AM HIGHLY IN FAVOR OF A CASINO BEING BUILT IN THE
BARSTOW AREA. IT WOULD NOT ONLY ENHANCE THE ECONOMY OF THE
INDIAN TRIBES BUT WOULD ALSO BE A BOOST TO BARSTOW'S ECONOMY.

IT WOULD ELIMINATE OUR TAX DOLLARS BEING PAID TO WELFARE
AND PUBLIC ASSISTANCE RECIPIENTS BY PROVIDING EMPLOYMENT OPPORTUNITIES
IN THIS REMOTE AREA.

IT WOULD PROVIDE NEW BUSINESS VENTURES AND INCREASE THE STATE
TAX DOLLARS BY KEEPING CALIFORNIA DOLLARS IN CALIFORNIA.

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Elizabeth Pistone

I37-1

WRITTEN COMMENT CARD

DEIRMS

Comment Letter I38

BUREAU OF INDIAN AFFAIRS - DEIS PUBLIC HEARING
LOS COYOTES BAND OF CAHUILLA AND CUPEÑO INDIANS 23-ACRE FEE-TO-TRUST TRANSFER AND CASINO-
HOTEL PROJECT, CITY OF BARSTOW, CALIFORNIA

BARSTOW COMMUNITY COLLEGE GYMNASIUM
2700 Barstow Road, Barstow, California

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2011 SEP 12 PM 4:04
PACIFIC REGIONAL
OFFICE

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(Please write legibly)

Name: Herminia M. James Organization: Retired

Address: 1341 Sunshine Dr. Barstow, CA 92311

Comment: Barstow needs help!! Please consider approving the agreement between the City of Barstow and the Los Coyotes Band of Cahuilla and Cupeño Indians. For over 60 years millions of Californians have been driving by on their way to Las Vegas to gamble. California Legislators and Gov. Jerry Brown should stand up and give Barstow a chance. The other indian tribes and all other interested parties and their reasons for not supporting a

I38-1

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Casino in Barstow - Should consider
what could be the benefits for all of
California and the tribes !!

Hermania M. James

9/7/11

The Tribe Needs Barstow !!

Barstow needs the Tribe !!

It's all about location !!



ERTC, LLC

Reg Dir _____ *adw ✓*
 Dep Reg Dir _____
 Reg Adm Officer _____
 Route _____ *DECRMS*
 Response Required *ND*
 Due Date _____
 Memo _____ Ltr _____
 Tele _____

Ms. Amy Dutschke, Regional Director
 Pacific Regional Office
 Bureau of Indian Affairs
 2800 Cottage Way,
 Sacramento, California 95825

RE: DEIS Comments, Los Coyotes Band of Cahuilla and Cupeno Indians
 Fee-to-Trust and Casino-Hotel Project

Dear Ms. Dutschke:

ERTC, LLC submits the following comments and documents in response to the Draft EIS for the above-referenced project. ERTC is a for-profit company that provides training and resources for law enforcement, military agencies, and government entities. ERTC's return address for this matter is: 3635 S. Fort Apache Rd Ste 200-638, Las Vegas, NV 89147

ERTC fully supports the Tribe's goal to diversify and increase its economic activity and revenue. Indeed, ERTC is currently partnering with the Tribe pursuant to a lease agreement to conduct law enforcement and other government training activities on the Reservation, which has generated tens of thousands of dollars in direct revenue payments for the Tribe this year. ERTC has no objection to the Tribe's plans for development of gaming enterprises near Barstow, California, as detailed in "Alternative A" and "Alternative B" in the DEIS.

ERTC's concerns and objections pertain to "Alternative C" and "Alternative D" listed in the DEIS, as these proposals appear to involve Reservation land that is currently leased and being utilized by ERTC, per agreement with the Tribe and the land's individual owners. Copies of the lease agreement and addenda between ERTC, the Tribe, and the individual land owners are enclosed with this letter. Exhibits to the lease and addenda detail the specific areas within the Reservation that are allocated for ERTC's use under the agreement. Both Alternative C and Alternative D would preclude ERTC from exercising its rights under the lease and addenda, and from conducting the current business activities that are benefitting the Tribe. Alternative C and Alternative D would directly and unlawfully infringe ERTC's legal rights under its agreements with the Tribe and the land owners, and would damage the ongoing revenue-generating activity of the Tribe by preventing ERTC from conducting business authorized by the agreements.

The DEIS contains several statements and representations regarding Alternative C and Alternative D that are materially inaccurate. Examples include:

- Page xxv: Under the heading "Socioeconomic Conditions and Environmental Justice", it is asserted that Alternatives C or D would have moderate or minor "beneficial impact" on the Tribe's economy and employment. In reality, either Alternative would directly damage the Tribe's existing economic and employment base. Both Alternatives would unlawfully prevent ERTC from conducting revenue-generating activity under the lease or hiring Tribal members to work on the site, which ERTC has done from the beginning of the lease and shall continue to do for the entirety of its term.

I39-1



ERTC, LLC

- Page xxix: Under the heading “Land Use”, it is asserted that Alternatives C or D would have “minimal direct adverse effects on existing land uses.” In reality, either Alternative would unlawfully prevent ERTC’s present and future use of the land for training activities under the lease agreements, and would require the removal of the new training buildings and facilities ERTC will construct on the land and financed for the Tribe at a cost of hundreds of thousands of dollars.
- Page xxxi: Under the heading “Public Services”, it is asserted that Alternatives C or D “will have minimal direct adverse effects on law enforcement services.” Presently, state and federal law enforcement agencies are utilizing the land leased by ERTC to conduct advanced training exercises. As a direct result, the Tribe is establishing beneficial relationships with these agencies, and in the future will enjoy a level of access to and cooperation with these agencies that will significantly enhance the public safety environment on the Reservation. Alternatives C or D would terminate this advance law enforcement training, end the Tribe’s relationships with these state and federal agencies, and deprive the Tribe of a unique opportunity to provide improved public safety and services to its members.

I39-1
cont.

In closing, ERTC supports approval of either Alternative A or Alternative B in the DEIS for the development of a Tribal gaming enterprise. ERTC objects to Alternative C and Alternative D, as they infringe on existing land use agreements and would negatively impact the current business activity and land use of both ERTC and the Tribe. We look forward to continuing our partnership with the Tribe and helping enhance the economic opportunities for its members. Thank you very much for your consideration.

Sincerely,
ERTC, LLC

Sean Roach
Managing Member

ENCLOSURES:
ERTC/Los Coyotes Lease Agreement and Addenda

COPY

GROUND LEASE

BETWEEN

**THE LOS COYOTES BAND OF CAHUILLA AND CUPENO INDIANS,
a federally recognized Native American Cahuilla Indian tribe,
AS LANDLORD,**

AND

**ERTC, LLC,
a limited liability corporation organized and existing under the laws of the State of Nevada
AS TENANT**

Effective Lease Date: March 1, 2010

Amendments Added: November 5, 2010

Updated: December 21, 2010

LEASE AGREEMENT

THIS GROUND LEASE (this "Lease") is made and entered into as of the effective date set forth in Article I by and between THE LOS COYOTES BAND OF CAHUILLA AND CUPENO INDIANS, a federally recognized Native American Cahuilla Indian tribe, as landlord ("Tribe"), and EAGLE ROCK TRAINING CENTER, LLC., as tenant ("ERTC"). Tribe and ERTC are sometimes hereinafter each singularly referred to as a "Party" and collectively referred to as the "Parties."

RECITALS AND INTRODUCTION

WHEREAS, the Tribe wishes to improve the quality of life for its members through economic development, job creation, and business operations that will lead to increased self-determination and additional opportunities for tribal members;

WHEREAS, because of the location and geographic limitations of the Tribe's reservation, it has been difficult to implement economic development programs and create employment opportunities;

WHEREAS, ERTC is in the business of providing training services to the men and women of law enforcement and the Armed Forces, as well as members of the public, on the safe, responsible use of firearms and safety vehicles, and other appropriate, related skills;

WHEREAS, ERTC needs additional land to construct new training facilities that in turn will develop new training business and opportunities;

WHEREAS, the Tribe has certain land on its reservation that is available and appropriate for the construction and operation of such new training facilities;

WHEREAS, the construction and operation of such new training facilities will assist the Tribe in achieving its goal of creating jobs, generating revenue, and pursuing self-determination;

WHEREAS, it is in the interest of Tribe and ERTC to enter into a business relationship and agreement that will allow both parties to achieve their goals;

WHEREAS, the land-dependent nature of the parties' relationship makes it sensible to structure their agreement as a lease;

NOW THEREFORE, the parties do and hereby agree, covenant, and ordain as follows:

ARTICLE I - FUNDAMENTAL LEASE TERMS

For convenience, this Article I summarizes certain fundamental economic and business terms of this Lease. If these fundamental terms conflict with the balance of the Lease, the latter shall control.

Effective Date: March 1, 2010
Reservation: Approximately twenty-five thousand acres of land in Warner Springs, California, legally described in Exhibit "A" attached hereto ("**Reservation**").
Tribe Address: P.O. Box 189
Warner Springs, CA 92086
ERTC Address: 3635 S. Fort Apache Road
Suite 200-638
Las Vegas, NV 89147
Lease Term: Approximately six years and eleven months, beginning on the Commencement Date and ending on the Expiration Date.
Commencement Date: March 1, 2010
Expiration Date: December 31, 2016
Percentage Rental Rate: 10%

ARTICLE II - DEMISE OF PREMISES

2.1 Premises. For and in consideration of the covenants and agreements contained herein and other valuable consideration, Tribe hereby leases to ERTC and ERTC hereby leases from Tribe, upon the following terms and conditions, that certain real property consisting of approximately twenty-five thousand acres of land more particularly described in Exhibit "A-1" attached hereto and incorporated herein by this reference (the "**Premises**"). The Premises are also generally depicted on the site plan attached hereto as Exhibit "B" and incorporated herein by this reference (the "**Site Plan**"). Exact number of acres, Exhibit A-1, Exhibit B, Exhibit C, and Site Plan shall be negotiated at a later date, and agreed upon by written agreement (and signatures on Site Plans) by both parties.

2.2 Improvements. ERTC shall be permitted to construct and/or locate and operate on the Premises improvements generally negotiated and described on Exhibit "C" attached hereto and incorporated herein by this reference (collectively, the "**Improvements**"). The Improvements shall be built or obtained during the course of the Lease Term as the need for such Improvements develops to accommodate ERTC's training activities, as reasonably determined by ERTC. ERTC agrees to provide a written description of any improvements, that shall be approved by the Tribal Chairperson or Administration, prior to construction of such improvements.

2.3 Tribe's Title to Premises. Tribe represents that there are no encumbrances or liens that could impair, extinguish or cut off, as applicable, ERTC's leasehold interest granted by this Lease or ERTC's ability to construct the Improvements or occupy or use the Premises as permitted by this Lease.

ARTICLE III - LEASE TERM

3.1 Term. This Lease shall commence on the Commencement Date and shall end on the Expiration Date, with an exclusive follow-on of seven (7) – seven (7) year lease option terms, with BIA approvals.

ARTICLE IV - RENT

4.1 Percentage Rental.

4.1.1 ERTC shall pay to Tribe for each calendar month during the Lease Term (a "Lease Month") "**Percentage Rental**", which shall be determined by taking ERTC's total Net profit, if any, made in or from the Premises during each Lease Month and multiplying the same by the Percentage Rental Rate.

4.1.2 Percentage Rental shall be paid in monthly installments as follows: commencing in March 2010, or when revenue is generated, on or before the twentieth (20th) day of each calendar month following each Lease Month ERTC shall pay to Tribe a sum of money equal to the product of the Percentage Rental Rate multiplied by the total Net profit, if any, made in or from the Premises during such past Lease Month. In the event that the total of the monthly payment of Percentage Rental for any Lease Month is not equal to the Percentage Rental payable in accordance with Section 4.1.1, the ERTC shall pay to Tribe any deficiency or Tribe shall refund to ERTC any overpayment as the case may be, within thirty (30) days after the Parties' reasonable determination of the discrepancy.

4.1.3 The term "**NET Profit**" as used in the Lease, means for any period the entire amount of all net profit receipts and sales proceeds measured on a cash accounting basis which are unconditionally received by ERTC from all sales of services or merchandise conducted in or from the Premises. Net Profit shall not include, however, any sums collected and paid out for sales or excise tax imposed by any governmental authority, nor the amount of any cash or credit refund made upon any transaction included in Sales. ERTC makes no guarantees or assurances as to the amount of Net Profit which ERTC might obtain.

4.1.4 On or before the twentieth (20th) day of each calendar month following each Lease Month during the Lease Term, ERTC shall prepare and deliver to Tribe a statement of Net Profit made during the preceding calendar month as calculated by ERTC.

4.1.5 ERTC shall keep at its Corporate Headquarters in Warner Springs, California, a permanent, accurate set of books and records of all sales of merchandise and services revenue derived from ERTC's business conducted in the Premises, and all supporting records such as tax reports and banking records. All such books and records for any Lease Month shall be retained and preserved for at least twelve (12) months after the end of the applicable Lease Month. ERTC shall make said books and records available to the Tribe, at the business office of Los Coyotes Tribe, upon reasonable notice.

4.1.6 Tribe shall have the right, from time to time at Tribe's expense, to make or cause to be made a special audit of all books and records, wherever located, pertaining to the business conducted in or from the Premises and by an auditor reasonably acceptable to both

Parties. Provided, however, if such audit shall disclose that any statements provided to Tribe misstate Net profit made during the reporting period of the statement by more than ten percent (10%), then ERTC shall pay to Tribe on demand, as additional Rent, the reasonable cost of such audit. ERTC shall promptly pay to Tribe any deficiency or Tribe shall promptly refund to ERTC any overpayment as the case may be, which is established by such audit.

4.2 Rent. The Percentage Rental and any other amounts required to be paid by ERTC to Tribe hereunder, are sometimes collectively referred to as, and shall constitute, "Rent".

4.3 Payment of Rent. All Rent shall be made payable to Tribe and sent to Tribe's address set forth in Article I, or to such other person or persons or at such other place as may be designated by notice from Tribe to ERTC, from time to time, and shall be made in United States currency which shall be legal tender for all debts, public and private. Notwithstanding the foregoing, "Taxes" (as defined in Section 5.3 below) shall be payable to the parties to whom they are due, except as otherwise provided herein. ERTC's obligation to pay Rent hereunder shall not be deemed a waiver of any right of ERTC against Tribe for a breach of Tribe's obligations under this Lease.

ARTICLE V - TAXES

5.1 Real Estate Taxes. "Real Estate Taxes" means all real estate taxes and assessments for betterments and improvements that are levied or assessed on the Premises by any lawful authority. Tribe has represented to ERTC the Premises and the Improvements, owned by the Tribe, are exempt from Real Estate Taxes.

5.2 Personal Property Taxes. ERTC shall pay when due any and all personal property taxes assessed on ERTC's personal property on the Premises.

5.3 Other Taxes. Subject to Sections 5.1. and 5.2, ERTC shall pay when due all other taxes, assessments, water rents, sewer rents and charges, duties, impositions, license and permit fees, and charges for public utilities applicable to the Premises, together with any interest or penalties imposed upon the late payment thereof (unless the failure to make such payment is the fault of Tribe), which shall have been or shall be levied, charged, assessed, imposed upon or grow or become lawfully due and payable, and income payable by ERTC or on account of any use of the Premises and such franchises as may be appurtenant to the use and occupation of the Premises. The taxes described in Sections 5.1 and 5.2 above and this Section 5.3 are hereinafter collectively referred to as "Tax" or "Taxes".

ARTICLE VI - COMMON AREAS

6.1 Common Areas. "Common Areas" shall mean all roads, areas, improvements, utilities, facilities, installations and equipment within those portions of the Reservation outside the Premises owned by Tribe reasonably necessary to be used by ERTC for ERTC's use of or access to the Premises. Tribe hereby grants to ERTC, its licensees, sublessees, concessionaires, successors and assigns, and its and their employees, agents, licensees, customers and invitees the non-exclusive easement and right to use and maintain the Common Areas during the term hereof and any extensions thereof, without interruption, so long as ERTC is in compliance with the terms of this Agreement.

6.2 Operation and Maintenance of Common Areas. Except for those roads north of "Middle Fork" on the Reservation which shall be maintained (except for any damage or blockage caused by the negligence or intentional acts of Tribe) by ERTC at ERTC's expense, Tribe shall be responsible for the operation, maintenance and repair of the Common Areas in accordance with all applicable laws and at least in a manner consistent with its past practices and which allows all roads therein to be passable.

ARTICLE VII - UTILITIES

7.1 Utility Usage. ERTC shall pay the applicable utility companies or governmental agencies directly for all utilities provided to or consumed on the Premises. Tribe shall not take, or expressly permit any occupant of that portion of the Reservation outside the Premises (the "**Remainder Reservation Property**") or any person claiming under Tribe or any such occupant to take, any action which shall interrupt or interfere with any utility, electric, gas, water, sewage or telephone service to the Premises.

7.2 Utility Repair. If repair is necessary to utility conduits or other equipment in, on or under the Remainder Reservation Property in order to service the Premises with such utilities, Tribe shall cooperate with ERTC to allow and cause such repairs to be made at ERTC's expense.

ARTICLE VIII - USE AND ASSIGNMENT

8.1 Use. The Premises may be used for any lawful purpose consistent, ancillary or in furtherance of the construction, location or placement of the Improvements and the conducting of the activities generally described on **Exhibit "D"** attached hereto and incorporated by reference (the "**Permitted Use**").

8.2 Compliance. Although such standards do not apply on the Tribe's sovereign land, ERTC agrees that all Improvements will be placed, built, and operated in accordance with the United States Environmental Protection Agency's "Best Management Practices for Outdoor Ranges" (EPA-902-B-01-001). In addition, with reasonable prior written notice, ERTC shall allow Tribe at ERTC's cost and expense to conduct an environmental review of ERTC's facilities and operations, provided Tribe cooperates to minimize any detrimental impact on ERTC's operations and use of the Improvements. The environmental review will be conducted by the Tribe pursuant to its environmental policies.

8.3 Preferences in Hiring & 8(a) Assistance. For the construction of Improvements and for other jobs (full-time and part-time) that may from time to time arise, ERTC will give first preference accordance with the Tribe's Tribal Employment Rights Ordinance ("TERO") to the hiring of tribal members who are qualified. Alternatively, to the extent that the Tribe or its members wish to form a General or Special Trade Construction entity that will apply for SBA 8(a) status as a company owned by socially and/or economically disadvantaged individuals, ERTC agrees to assist that entity in obtaining the necessary experience and record of business operations in the construction field. Specifically, to help the tribal entity meet the SBA's minimum experience requirements and minimum operational period of two years, ERTC will give first preference to contracting with the Tribe's newly formed or existing General or Special

Trade Construction entity, which will in turn employ tribal members to construct and maintain the necessary Improvements on the Premises.

8.4 Assignment and Subletting. ERTC may assign this Lease or sublet or otherwise transfer all or any part of the Premises with Tribe's prior written consent not to be unreasonably withheld or delayed, provided that ERTC shall remain liable for the payment of all rent and other charges to Tribe hereunder.

8.5 Tribe's Alterations to the Common Area. Tribe agrees not to alter the configuration of the Common Areas from those shown on the Site Plan without first obtaining ERTC's prior written consent, which shall not be unreasonably withheld or delayed.

8.6 Hours of Operation. ERTC shall conduct training exercises only from dawn to dusk, with an occasional nighttime session as needed, which shall not run past midnight. Such nighttime sessions are limited to ten per quarter, and shall be approved by, and negotiated as soon as possible with Tribal Administration.

ARTICLE IX - MAINTENANCE AND REPAIRS AND CONDITION OF PREMISES

9.1 Maintenance, Alterations and Repairs. ERTC shall have sole responsibility for maintaining the Improvements throughout the Term. Maintenance of Improvements shall be performed by the Tribe, at ERTC's expense, in conjunction with TERO, unless there are no tribal members with sufficient expertise or available when needed. ERTC shall have the right to make from time to time interior, structural and nonstructural repairs, alterations and additions to the Premises and Improvements that are appropriate or reasonably necessary for the Permitted Use. Tribe agrees to execute any and all instruments necessary to obtain licenses and permits from the applicable governmental authorities in order to allow ERTC to make such repairs and/or alterations.

9.2 Fixtures and ERTC's Personal Property; Ownership of Improvements. Except for utility infrastructure, any equipment or improvements leased by ERTC from a third party and any inventory, trade fixtures, furniture, machinery and equipment that ERTC uses or installs on the Premises prior to or during the Lease Term, whether or not the law deems it to be part of the realty, and any other personal property shall remain ERTC's property and may be removed by ERTC (collectively, "**ERTC's Personal Property**").

9.3 Liens. Each Party hereto shall promptly pay when due the entire cost of all work done by such party to the Premises and such Party shall keep the Premises free of liens for labor or materials. Should mechanics', materialmen's or other liens be filed against the Premises by reason of the acts of either Party hereto, such Party shall cause the lien to be canceled and discharged of record by bond or otherwise within thirty (30) days of receiving actual notice of such lien.

9.4 Alterations. Tribe shall not be responsible for the cost of any alterations of or repairs to the Premises of any nature whatsoever, structural or otherwise, whether or not now in the contemplation of the Parties except to the extent caused by its negligence or intentional misconduct.

ARTICLE X - MUTUAL INDEMNIFICATION

10.1 Mutual Indemnification. Except as provided below, Tribe and ERTC shall each Indemnify (as defined below) the other from and against any and all claims, damages and liabilities arising from injury to any person, persons or property or loss of life arising out of the use, operation or maintenance of the Reservation or Premises by Tribe and ERTC, as applicable. "Indemnify" means that a Party ("Indemnitor") shall indemnify, protect and defend the other Party ("Indemnitee") from and against all loss, claims, actions, liens (including mechanics' liens), proceedings, liability, damages, costs or expenses, including Indemnitee's reasonable attorneys' fees incurred in defending itself against any "loss" or enforcing an owner's duty to Indemnify (collectively, "loss"), resulting from the death, bodily injury or personal injury of any person or physical damage to, or, in the case of a mechanics' lien, economic loss of, any property arising out of the specified matters and/or the specified duties or conduct of the Indemnitor or its agents and employees, provided that neither Party shall be responsible for any loss of profits or other similar consequential damages of the other Party. An Indemnitee includes a Party and its officers, directors, partners, agents and employees. The duty to Indemnify shall be conditioned on the Indemnitee adequately notifying the Indemnitor of the circumstances entitling the Indemnitee to Indemnity so as to permit the Indemnitor to provide Indemnity. In furtherance of this intention, Tribe expressly waives any and all rights conferred upon it by applicable law and expressly consents that this waiver and release shall be given full force and effect according to each and all of its express terms and provisions. Tribe further waives Section 1542 which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

Tribe hereby understands and acknowledges the significance and consequences of such release and specific waiver and has been advised by independent legal counsel concerning the same.



Tribe's initials

ARTICLE XI - INSURANCE

11.1 Insurance Requirements. ERTC shall procure and maintain throughout the Lease Term policies of insurance from insurance companies authorized to do business in the State of California. The policy and certificate(s) of insurance must provide for the following:

(a) Commercial General Liability; Combined single limit of \$1,000,000 per occurrence and \$2,000,000 general aggregate for personal and bodily injury, including death, and broad form property damage. The certificate of insurance or a policy endorsement must include an acceptable "Waiver of Subrogation" in favor of the Tribe. The certificate of insurance must name Tribe as an additional insured.

(b) Automobile Liability: for personal and bodily injury, including death, and property damage in an amount not less than \$1,000,000.

(c) Workers' Compensation and Employer's Liability: ERTC shall comply with the laws of the State of California with respect to its worker's compensation coverage.

ERTC shall furnish satisfactory proof by one or more certificates (original copies) that it has the foregoing insurance. The insurance shall be provided by an acceptable insurance provider, as determined by the Tribe, which satisfies the following minimum requirements;

(a) An insurance carrier qualified to do business in California and maintaining an agent for service of process within the state. Such insurance shall maintain a current A.M. Best rating classification of "A-" or better, and a financial size of "\$10 million to \$24 million (Class V) or better," or

(b) A Lloyd's of London program provided by syndicates of Lloyd's of London and other London insurance carriers, providing all participants are qualified to do business in California and the policy provides for an agent for service of process in California.

Certificates of insurance shall be filed with the Tribe. ERTC is responsible for ensuring that its carrier(s) send Tribe updated certificates of insurance throughout the Lease Term. All insurance shall include the Tribe as an additional insured. Each certificate of insurance shall state that the policies may not be cancelled without first giving thirty (30) days advance written notice to Tribe. For purpose of this notice requirement, any material change in the policy prior to its expiration may be considered cancellation.

ARTICLE XII - SELF HELP

12.1 Self Help. If either Party defaults in the performance of any obligation (including obligations to reimburse or pay money hereunder) imposed on it by this Lease and does not cure such default within twenty (20) days after written notice from the other Party specifying the default (or does not within said period commence and diligently proceed to cure such default), the other Party, without waiver of or prejudice to any other right or remedy it may have, shall have the right, at any time thereafter, to cure such default for the account of the defaulting Party, if applicable, and the defaulting Party shall reimburse the other party upon invoice for any amount paid and any expense or contractual liability so incurred (which, in the case of a monetary default, shall be the amount of money owed by the defaulting Party).

In the event of emergencies, or where necessary to prevent injury to persons or damage to property, either Party may cure a default by the other before the expiration of the prescribed notice period, but after giving such written or oral notice to the other Party as is practical under the circumstances.

ARTICLE XIII - DEFAULT

13.1 Remedies upon ERTC's Default. In the event ERTC shall at any time be in default in the payment of rent or other charges herein required to be paid by ERTC or in the observance or performance of any of the other covenants and agreements required to be performed and observed by ERTC hereunder, and any such default shall continue for a period of fifteen (15) days after written notice to ERTC for monetary obligations and thirty (30) days after written notice to ERTC for all other obligations (or if such default is incapable of being cured in a reasonable manner within thirty (30) days, and ERTC has not commenced to cure the same within said thirty (30) day period and thereafter diligently prosecutes the same to completion), then Tribe shall have such remedies available to Tribe at law or in equity, including the option to terminate the Lease and recover unpaid Rent accrued as of the time of termination. Alternatively, if Tribe does not elect to terminate this Lease on account of any uncured default by ERTC, Tribe may, from time to time, without terminating this Lease, enforce all of its rights and remedies under this Lease, including the right to recover all rent as it becomes due.

13.2 Remedies upon Tribe's Default. In the event Tribe shall at any time be in default in the observance or performance of any of the covenants and agreements required to be performed and observed by Tribe hereunder and any such default shall continue for a period of thirty (30) days after written notice to Tribe (or if such default is incapable of being cured in a reasonable manner within thirty (30) days and if Tribe has not commenced to cure the same within said thirty (30) day period and thereafter diligently prosecutes the same to completion), and Tribe shall not thereafter cure such default, ERTC shall be entitled, at its election, to exercise concurrently or successively any one or more of the following rights, in addition to all remedies otherwise provided in this Lease and otherwise available at law or in equity under the laws of the United States or the state in which the Reservation is located:

(a) To bring suit for the collection of any amounts for which Tribe may be in default, or for the performance of any other covenant or agreement devolving upon Tribe, without terminating this Lease; and/or

(b) Terminate this Lease upon thirty (30) days' written notice to Tribe, without waiving ERTC's rights to damages for Tribe's failure to perform its obligations hereunder. In the event ERTC elects to terminate this Lease as aforesaid, all rights and obligations of ERTC, and of any permitted successors or assigns, shall cease and terminate, except that ERTC shall have and retain full right to sue for and collect all amounts for the payment of which Tribe shall then be in default and all damages to ERTC by reason of any such breach.

In the event that either Tribe or ERTC commences any suit for the collection of any amounts for which the other may be in default or for the performance of any other covenant or agreement hereunder, each Party shall be responsible for its own respective costs and expenses including, but not limited to, all attorneys' fees and expenses incurred in enforcing such obligations and/or collecting such amounts.

13.3 Remedies Cumulative. All remedies of Tribe or ERTC herein created or remedies otherwise existing at law or in equity are cumulative and the exercise of one or more

rights or remedies shall not be taken to exclude or waive the right to the exercise of any other, provided that in no event shall either Party have the right to consequential or punitive damages for the other Party's default. Except as limited hereinabove, all rights and remedies may be exercised and enforced concurrently and whenever and as often as Tribe or ERTC shall deem necessary.

ARTICLE XIV - COVENANT OF QUIET ENJOYMENT, WASTE NUISANCE AND TRESPASS

14.1 Covenant of Quiet Enjoyment

(a) Tribe agrees that, provided ERTC is not in default under this Lease, ERTC shall quietly and peaceably hold, possess and enjoy the Premises and the non-exclusive use of the Common Areas of the Reservation for the Lease Term, or any extension thereof, without any hindrance or molestation by the agents or employees of Tribe, and further, Tribe shall defend the title to the Premises and the use and occupancy of the same and the Common Areas by ERTC against the lawful claims of all persons whosoever, except those claiming by or through ERTC. Cost of such defense shall be paid by ERTC.

(b) Tribe shall not enter into or agree to modify, amend, revise or change any documents, including any declarations, easements, restrictions or other similar instruments ("**Declarations**") that are or may be recorded against the Reservation or the Premises in a manner that materially and adversely impacts the Premises, or the rights and/or obligations of ERTC, without first obtaining the prior written consent of ERTC, which consent shall not be unreasonably withheld or delayed. Tribe and ERTC covenants that in the event an agency or agencies who claim to have jurisdiction attempt to impose any rules or regulations over the Premises and the Common Areas, Tribe and ERTC shall cooperate to address the agency's or agencies' efforts.

14.2 Waste, Nuisance and Trespass. ERTC, and the Tribe, shall not commit, or permit others to commit, any waste on the Premises or Common Areas. Except as required to access the Premises, ERTC shall not trespass, or permit others to trespass, upon the remaining Reservation. ERTC shall not maintain, commit, or permit the maintenance or commission of any nuisance as defined by California Civil Code Section 3479 on the Common Areas or Premises. ERTC shall not use or permit the use of the Common Areas or Premises for any unlawful purposes, or for any purposes not authorized pursuant to this Agreement. Tribal members will not Trespass or have access to, without ERTC permission, those ERTC areas covered under this lease. (See site plan)

ARTICLE XV - TRANSFERS BY TRIBE

15.1 Transfers of Tribe's Interest. No transfer or sale of Tribe's interest hereunder shall release Tribe from any of its obligations or duties hereunder prior thereto. Tribe shall be released of any ongoing obligations or duties hereunder from and after the date of such transfer and upon the assumption of all such obligations and duties by the transferee of Tribe.

ARTICLE XVI - MISCELLANEOUS

16.1 Holding Over. In the event of ERTC's continued occupancy of the Premises after the expiration of the Lease Term or any renewal or extension thereof, or any earlier termination provided or permitted by this Lease with the consent of Tribe, such tenancy shall be deemed a month-to-month tenancy at a rate of 110% of the Percentage Rental Rate. This amount shall become due, but such continued occupancy shall not defeat Tribe's right to possession of the Premises and this clause makes no claim to the contrary to such right. All covenants, provisions, obligations and conditions of this Lease shall remain in full force and effect during such month-to-month tenancy.

16.2 Non-Waiver of Default. No acquiescence by either Party to any default by the other Party shall operate as a waiver of its rights with respect to any other breach or default, whether of the same or any other covenant or condition..

16.3 Notice. Any notice, request, offer, approval, consent or other communication required or permitted to be given by or on behalf of either Party to the other shall be given or communicated in writing by personal delivery, reputable overnight courier service which keeps receipts of deliveries (*e.g.*, Federal Express), or United States certified mail (return receipt requested with postage fully prepaid) or express mail service addressed to the other Party as follows:

If to ERTC: Mr. Brian Bonfiglio
 P.O. Box 70
 Warner Springs, CA 92086

Copy to: Mr. Sean Roach
 3635 S. Fort Apache Road
 Suite 200-638
 Las Vegas, NV 89147

If to Tribe
By U.S. Mail: Ms. Francine Kupsch
 P.O. Box 189
 Warner Springs, CA 92086

If to Tribe
By Courier: Ms. Francine Kupsch
 2300 Camino San Ygnacio
 Warner Springs, CA 92086

or at such other address as may be specified from time to time in writing by either Party. All such notices hereunder shall be deemed to have been given on the date personally delivered or the date marked on the return receipt, unless delivery is refused or cannot be made, in which case the date of postmark shall be deemed the date notice has been given.

16.4 Successors and Assigns. All covenants, promises, conditions, representations and agreements herein contained shall be binding upon, apply and inure to the Parties hereto and their respective heirs, executors, administrators, successors (including subtenants), and assigns.

16.5 Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance shall to any extent be held invalid, the remainder of this Lease or the application of such provision to persons or circumstances other than those as to which it is held invalid shall not be affected thereby, and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

16.6 Interpretation. In interpreting this Lease in its entirety, any additions written or typed thereon and agreed upon by the Parties shall be given equal weight, and there shall be no inference, by operation of law or otherwise, that any provision of this Lease shall be construed against either Party hereto. This Lease shall be construed without regard to any presumption or other rule requiring construction against the Parties causing this Lease to be drafted.

16.7 Headings, Captions and References. The Section captions contained in this Lease are for convenience only and do not in any way limit or amplify any term or provision hereof. The use of the terms "hereof", "hereunder" and "herein" shall refer to this Lease as a whole, inclusive of the Exhibits, except when noted otherwise. The use of the masculine or neuter genders herein shall include the masculine, feminine and neuter genders and the singular form shall include the plural when the context so requires.

16.8 Brokerage Commissions. Tribe and ERTC each represents and warrants to the other that there are no brokers' or finders' fees or any real estate commissions due to any broker, agent or other party in connection with the negotiation or execution of this Lease, or on behalf of either of them.

16.9 Governing Law. This Lease shall be construed under the laws of the State of California.

16.10 Exemption from Subdivision Map Act. Tribe represents to ERTC that this Lease and the lease of the Premises are exempt from or comply with all requirements of the California Subdivision Map Act.

16.11 Execution of Documents. Tribe and ERTC shall each cooperate with the other and execute such documents as the other Party may reasonably require or request so as to enable it to conduct its operations, so long as the requested conduct or execution of documents does not derogate or alter the powers, rights, duties and responsibilities of the respective Parties.

16.12 Toxic Waste. Tribe represents and warrants to ERTC that, to Tribe's actual knowledge, except as set forth below, (a) no portion of the Reservation, including the soil, groundwater and soil vapor (collectively, "**Property**"), contains a Hazardous Substance, (b) Tribe is not subject to any existing, pending or threatened investigation by any governmental authority under any applicable federal, state or local law, regulation or ordinance pertaining to air and water quality or the handling, transportation, storage, treatment, usage or disposal of Hazardous Substances, air emissions, and other environmental matters, (c) any handling, transportation, storage, treatment or use of Hazardous Substances that has occurred on the

Property to date has been in compliance with all applicable federal, state and local laws, regulations and ordinances, and (d) no leak, spill, release, discharge, emission or disposal of Hazardous Substances has occurred on the Property to date. "**Hazardous Substances**" for purposes of this Lease shall be interpreted broadly to include, but not be limited to, any material or substance that is defined or classified under federal, state or local laws as (a) a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601(14), Section 311 of the Federal Water Pollution Control Act, 33 U.S.C. §1321, as now or hereafter amended; (b) a "hazardous waste" pursuant to Section 1004 or Section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6903, 6921, as now or hereafter amended; (c) a toxic pollutant under Section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. §1317(a)(1); (d) a "hazardous air pollutant" under Section 112 of the Clean Air Act, 42 U.S.C. §7412, as now or hereafter amended; (e) a "hazardous material" under the Hazardous Materials Transportation Uniform Safety Act of 1990, 49 U.S.C. App. §1802(4), as now or hereafter amended; (f) toxic or hazardous pursuant to regulations promulgated now or hereafter under the aforementioned laws, or (g) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances, or regulations, as now or as may be passed or promulgated in the future. "**Hazardous Substances**" shall also mean any substance that after release into the environment and upon exposure, ingestion, inhalation or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer or genetic abnormalities. "Toxic or Hazardous Substances" specifically includes, but is not limited to, asbestos, polychlorinated biphenyls ("**PCBs**"), petroleum and petroleum-based derivatives, and urea formaldehyde.

Neither Tribe nor ERTC, nor any of their respective agents, representatives or employees shall release or spill any Hazardous Substances in, on or about the Reservation nor otherwise use or expressly permit any other occupant or tenant of the Reservation to use Hazardous Substances in, on or about the Reservation, except in compliance with applicable laws. Each party shall be responsible taking all steps necessary to promptly remove or otherwise abate all such Hazardous Substances in accordance with all applicable rules, regulations and laws that such party causes to occur.

Unless caused by ERTC, its agents, representatives, employees or invitees, as will be addressed in the next paragraph, if at any time Hazardous Substances (excluding those existing on, under or about the Reservation, including, without limitation, the Premises, prior to the date of this Lease) are determined to have migrated onto the Reservation or otherwise exist on, under or about the Premises following the date of this Lease, and such Hazardous Substances are likely to have a detrimental impact upon ERTC's ability to fulfill the terms of this Agreement, Tribe shall take all steps necessary to promptly remove or otherwise abate, or cause to be removed or otherwise abated all such Hazardous Substances in accordance with all applicable rules, regulations and laws ("**Remediation Obligation**"), and Tribe shall indemnify, defend, protect and hold harmless ERTC and its agents, representatives, employees and mortgagees from and against all claims, liabilities and costs (including reasonable attorneys' fees and related expenses, but excluding punitive or consequential damages) relating thereto. Tribe shall use its best efforts not to materially interfere with the conduct of ERTC's business during any such removal or abatement process. Nothing herein shall be deemed to limit any other rights or remedies to which ERTC may be entitled by reason of the existence of Hazardous Substances. Without limiting

any of the other rights of ERTC hereinabove described, Tribe agrees that ERTC shall not be liable for any of the costs that it incurs in performing the Remediation Obligation. If Tribe fails to perform, or to commence performance of, the Remediation Obligation as required herein within thirty (30) days following written notice to Tribe of the existence of the Remediation Obligation, ERTC may perform such Remediation Obligation, in which event Tribe shall reimburse ERTC for its reasonable costs incurred in connection therewith, plus interest at the rate of 12% per annum (the "**Interest Rate**"), within thirty (30) days after delivery to Tribe of reasonably detailed invoices evidencing ERTC's expenditures in performing the Remediation Obligation, and if Tribe fails to reimburse ERTC as provided herein, ERTC shall be entitled to offset against Rent ERTC's costs of performing the Remediation that have not be reimbursed by Tribe, together with interest at the Interest Rate.

All exceptions to the foregoing representations and warranties are listed below (if there are no exceptions, write "No Exceptions"):

NO EXCEPTIONS



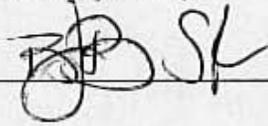
(Tribe's Initials)

If at any time Hazardous Substances are determined to have been unlawfully spilled or released in, on, or about the Reservation by ERTC, its agents, representatives, employees, customers or invitees, ERTC shall take all steps necessary to promptly remove or otherwise abate, or cause to be removed or otherwise abated, all such Hazardous Substances in accordance with all applicable rules, regulations and laws ("**Remediation Obligation**"), and ERTC shall indemnify, defend, protect and hold harmless the Tribe and its agents, representatives, employees and mortgagees from and against all claims, liabilities and costs (including reasonable attorneys' fees and related expenses, including punitive or consequential damages) relating thereto. ERTC shall use its best efforts not to materially interfere with the conduct of Tribe's business during any such removal or abatement process. Nothing herein shall be deemed to limit any other rights or remedies to which Tribe may be entitled by reason of the existence of Hazardous Substances. Without limiting any of the other rights of Tribe hereinabove described, ERTC agrees that Tribe shall not be liable for any of the costs that it incurs in performing the Remediation Obligation. If ERTC fails to perform, or to commence performance of, the Remediation Obligation as required herein within thirty (30) days following written notice to ERTC of the existence of the Remediation Obligation, Tribe may perform such Remediation Obligation, in which event ERTC shall reimburse Tribe for its reasonable costs incurred in connection therewith, plus interest at the rate of 12% per annum (the "**Interest Rate**"), within thirty (30) days after delivery to ERTC of reasonably detailed invoices evidencing Tribe's expenditures in performing the Remediation Obligation, and if ERTC fails to reimburse Tribe as provided herein, Tribe shall have the option to include the costs of performing the Remediation that have not be reimbursed by ERTC, together with interest at the Interest Rate, with the Rent owed, or alternatively declare ERTC to be in breach of this Agreement, and resort to any and all available remedies.

All exceptions to the foregoing representations and warranties are listed below (if there are no exceptions, write "No Exceptions"):

NO EXCEPTIONS

(ERTC's Initials)



16.13 Recycling, Environmental Programs. Because of Tribe's strong desire to protect the natural resources, the environment, and quality of life on the Reservation, ERTC agrees to implement an environmental program that best minimizes the effects of the Permitted Uses on the Reservation. These programs shall include, but not be limited to, a lead recycling program operated by the Tribe, and other recycling programs, clean-water initiatives, etc.

16.14 Force Majeure. "Force Majeure" is any of the following events that are beyond the reasonable control of, and not the fault of, the nonperforming party that materially prevents, delays, retards or hinders a Party's performance of its duties hereunder: acts of God; fire; earthquake; flood; explosion; war; invasion; insurrection; riot; mob violence; sabotage; vandalism; failure of transportation; strikes; lockouts; governmental, civil, military or naval authorities; enactment of a law or regulation which renders performance illegal; or any other cause, whether similar or dissimilar to the foregoing, not within such Party's control. Whenever a party is required to perform an act under this Lease by a certain time, said time shall be deemed extended (unless otherwise specifically provided elsewhere in this Lease) so as to take into account events of "Force Majeure." Provided the nonperforming party must take reasonable actions to mitigate damages caused by the events of Force Majeure and must show the Force Majeure event prevented some or all of its performance.

16.15 Effectiveness and Changes. This Lease shall not be deemed effective for any purpose or binding on either Party hereto unless and until the date this Lease is signed by both Parties and a fully executed copy is delivered to and received by both Parties. Any changes to this Agreement must be agreed upon by both parties and all changes shall be initialed on this document by both parties or provided in written addendums of changes, signed by both parties.

16.16 Tribe's Waiver of Sovereign Immunity. The Tribe irrevocably grants ERTC, its agents, successors, and counsel, a waiver of the Tribe's sovereign immunity from suit on claims arising from or related to the parties' relationship and/or this Lease. This waiver encompasses all suits in law or equity, for damages, or injunctive or declaratory relief. The tribe consents to the jurisdiction of the United States District Court for the Southern District of California and/or the Superior Court of California in the County of San Diego, and any federal or state court having appellate jurisdiction thereover. The Tribe agrees to accept and be bound by any judgment and/or order from or by the aforementioned courts. Accordingly, the Tribe waives the right to have any dispute, controversy, suit, or any proceeding heard in a tribal forum, council, tribunal, or adjudicative body. The Tribe represents it will not seek to revoke, limit, impair, or renounce these waivers, and acknowledges that the waivers also apply to suits against the Tribe for any attempt to do the same.

16.17 Integration. The terms of this Lease (including the Exhibits hereto) are intended by the parties as a final expression of their agreement with respect to such terms as are included in this Lease and may not be contradicted by evidence of any prior or contemporaneous agreement, arrangement, understanding or negotiation (whether oral or written). The parties further intend that this Lease constitutes the complete and exclusive statement of its terms, and no extrinsic evidence whatsoever may be introduced in any judicial proceeding involving this Lease. The language in all parts of this Lease shall in all cases be construed as a whole and in accordance with its fair meaning and not restricted for or against any party. Any modification to the terms of this Lease must be evidenced in writing, signed by the Parties authorized to execute this Lease.

16.18 No Partnership. It is expressly understood that by entering into this Lease neither party does, in any way or for any purpose, become a partner of the other party in the conduct of its business, or otherwise, or joint venturer or member of a joint enterprise with the other party hereto.

16.19 Time of Essence. Time is of the essence of each and every provision of this Lease.

16.20 Cost of Performance. Except as provided for otherwise within this Agreement, each of the covenants and obligations of the parties set forth herein shall be performed at the sole cost and expense of the party required to perform or cause performance of such covenant or obligation.

16.21 Organization; Authority. Each Party represents and warrants to the other that: (i) such Party is validly existing under the laws of the state of its establishment, with full power and authority to enter into and comply with the terms of this Lease and is qualified to do business in the State of California; (ii) this Lease has been duly and validly authorized, executed and delivered by such Party and no other action is requisite to the valid and binding execution, delivery and performance of this Lease by such Party; (iii) this Lease and such Party's performance of the obligations in this Lease do not and will not contravene any provision of any present judgment, order, decree, writ or injunction, or any provision of any law or regulation currently applicable to such Party; and (iv) neither this Lease nor anything provided to be done under this Lease shall constitute or result in a default, breach or violation of any covenant, agreement, instrument, document or understanding to which such Party is bound.

16.22 Binding Effect of Documents. Each Party represents and warrants to the other Party that this Lease and the other documents to be executed by such representing Party pursuant to this Lease will have been duly entered into by such Party and will constitute legal, valid and binding obligations of such Party.

16.23 Pending Litigation or Proceedings. Tribe represents and warrants to ERTC that Tribe has not received actual notice of any (i) pending claims, suits, actions or arbitrations, or any regulatory, legal, or other proceedings or investigations affecting the Premises or Reservation or Tribe's rights and obligations under this Lease, or (ii) any contemplated condemnation, eminent domain, or similar proceedings, for the Premises or Reservation. ERTC represents and warrants to Tribe that ERTC has no actual notice of any pending claims, suits,

actions or arbitrations, or any regulatory, legal, or other proceedings or investigations that would affect ERTC's ability to enter into this Lease, or ERTC's rights and obligations under this Lease,

16.24 Violation of Law. Tribe and ERTC represent and warrant to the other that it has not received any actual notice of any violation of any laws, ordinances, rules or administrative or judicial orders affecting or regarding the Premises or the Reservation or its ability to execute this Lease.

16.25 Uses Acceptable. Tribe represents and warrants to ERTC that this Lease and the Permitted Uses are acceptable to its members, including those living full-time or part-time on the Reservation. Notwithstanding any other provision of this Lease, the Tribe agrees to indemnify, protect, and defend ERTC from any suit or claim of nuisance or any similar or related claim by any of the Tribe's members and all losses and damages relating or arising out of the same.

ARTICLE XVII - ERTC'S EXCLUSIVE RIGHTS

17.1 ERTC's Exclusive Rights

Tribe hereby agrees that so long as ERTC is a tenant of the Tribe for the Premises, Tribe shall not lease, license, or permit any other party to use or occupy any part of the Reservation for a use which competes with or is substantially similar to the Permitted Use. This covenant shall run with the land for the duration of ERTC's occupancy. However, this non-competition, exclusive-rights clause shall not affect the Tribe's right to continue operating its campground on the reservation, along with clearly related uses. This non-competition, exclusive-rights clause shall not be construed as applying to International Security Academy, which will run the driver-training operations with ERTC's consent.

ARTICLE XVIII - ERTC'S RIGHT OF FIRST REFUSAL

18.1 ERTC's Right of First Refusal.

Tribe hereby grants ERTC a right of first refusal (the "ERTC's Right of First Refusal") as follows:

If at anytime Tribe intends to accept a bona fide offer to allow any third party to use, occupy, lease, or purchase any or all of the Premises, during the period commencing upon the Expiration Date of this Lease and ending twenty-four months thereafter (a "**Pending Offer**"), Tribe shall give ERTC written notice (a "**Tribe Option Notice**") together with the terms under the Pending Offer (the "**Option Terms**"). Within twenty (20) days after ERTC's receipt of such written notice of such Pending Offer, ERTC shall deliver to Tribe written notice that ERTC either (i) elects to exercise ERTC's Right of First Refusal (the "**Exercise Notice**"), or (ii) elects not to exercise ERTC's Right of First Refusal (a "**Waiver Notice**").

If ERTC timely delivers an Exercise Notice with respect to a Tribe Option Notice, Tribe shall be deemed to have agreed to enter into an agreement ("**Agreement**") with ERTC under the Option Terms and such additional ancillary but not inconsistent terms as are reasonably acceptable to the Parties, and the Parties shall use good faith efforts to prepare and execute a final written form of the Agreement setting forth the final terms. If notwithstanding such good

faith efforts ERTC and Tribe are unable to agree in writing on the final form of Agreement within thirty (30) days after ERTC's delivery of the Exercise Notice then either Party may discontinue negotiations and Tribe shall be free to enter into such written Agreement on terms refused by ERTC during Tribe's and ERTC's previous negotiations with any third party within thirty (30) days after the termination of ERTC's and Tribe's negotiations; provided, however, if Tribe elects to offer to a third party a written Agreement with terms different than refused by ERTC then Tribe must allow ERTC to exercise it's ERTC's Right of First Refusal again in accordance with the above-described procedures before entering into the Agreement with a third party.

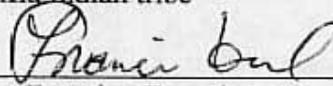
Similarly, if ERTC delivers a Waiver Notice after receiving a Tribe Option Notice, Tribe shall be free to enter into an Agreement under the Option Terms with any third party within (30) days after ERTC's delivery of the Waiver Notice; provided, however, if Tribe elects to offer to a third party a written Agreement with terms different from the Option Terms refused by ERTC then Tribe must allow ERTC to exercise it's ERTC's Right of First Refusal again in accordance with the above-described procedures before entering into an Agreement with a third party.

Notwithstanding any provision to the contrary in this Lease, the terms of this Section 20 shall survive the expiration or termination of this Lease for any reason other than a default by ERTC.

IN WITNESS WHEREOF, this Lease has been executed as of the date written above.

"TRIBE"

The Los Coyotes Band of Cahuilla and Cupeno
Indians, a federally recognized Native American
Cahuilla Indian tribe

By: 

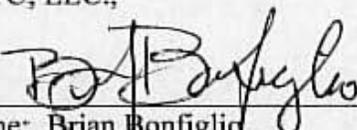
Name: Francine Kupsch

Title: Tribal Spokesperson

[TRIBAL STAMP AND ASSEMBLY/COUNCIL
RATIFICATION TO BE INSERTED BELOW]

“ERTC”

ERTC, LLC.,

By: 
Name: Brian Bonfiglio
Title: Member & Co-Founder

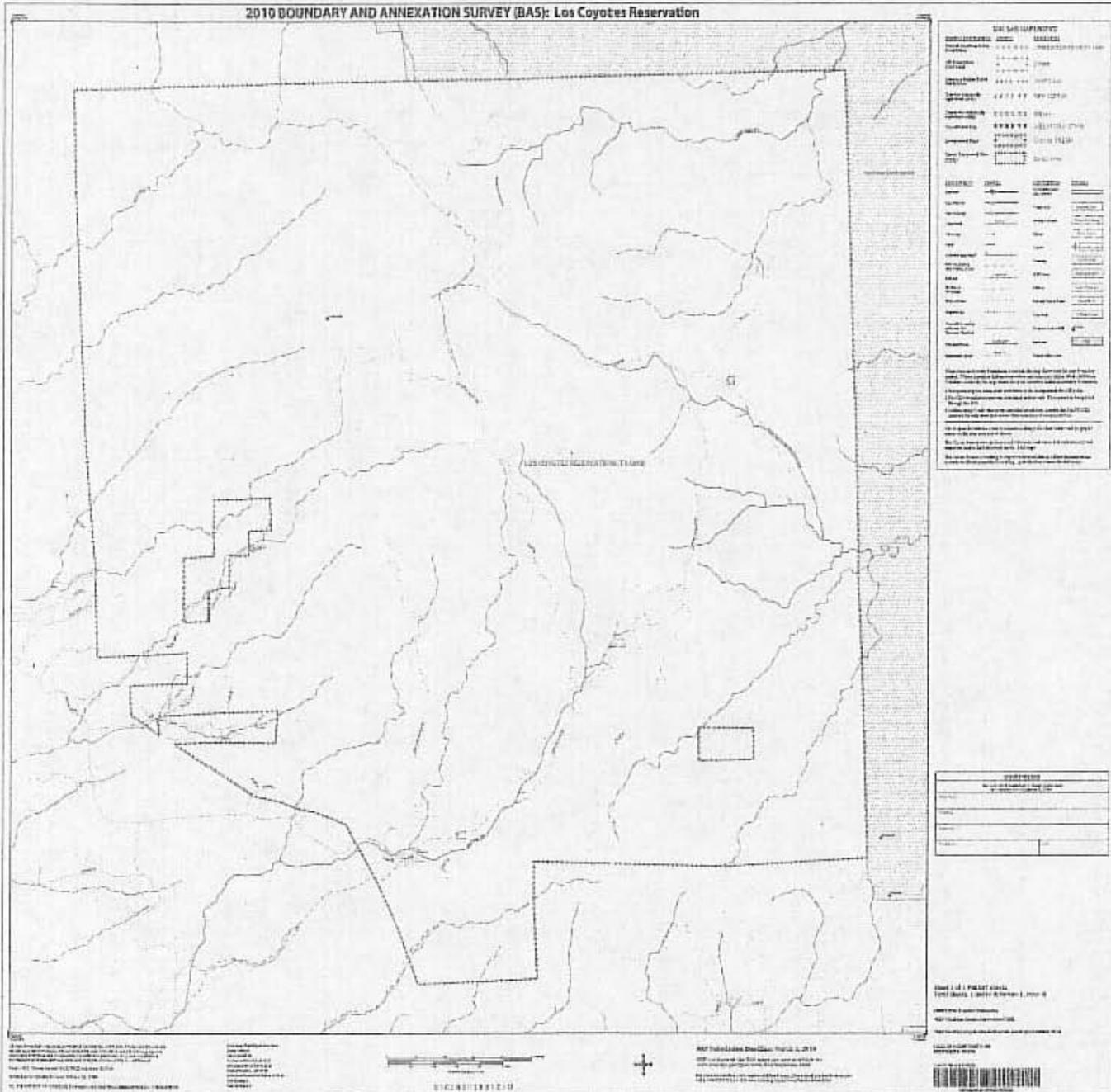
By: 
Name: Sean Roach
Title: Member & Co-Founder

LIST OF EXHIBITS

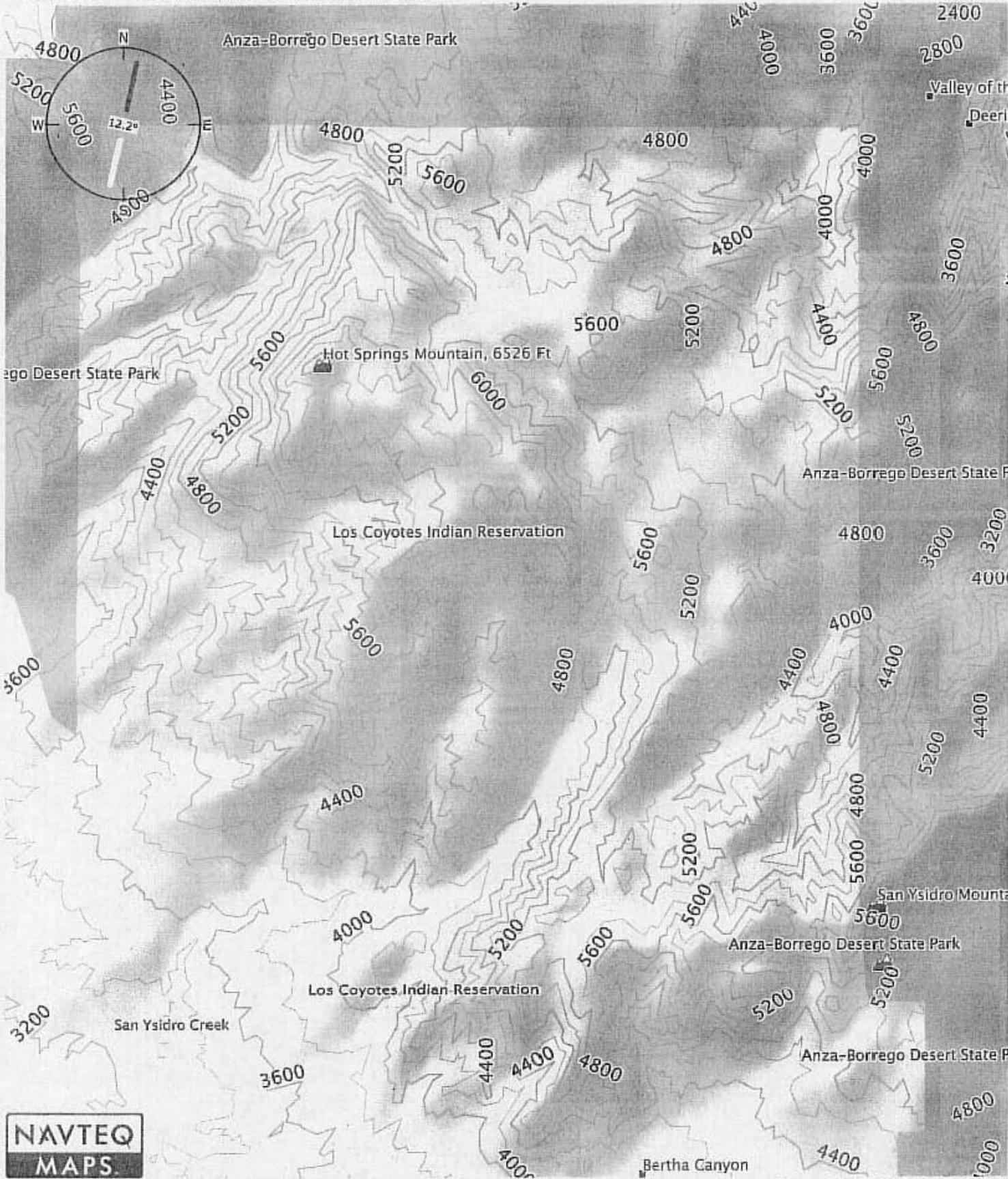
- Exhibit A - Legal Description of Reservation
- Exhibit A-1 - Legal Description of Premises
- Exhibit B - Site Plan
- Exhibit C - General Description of Improvements and Use

EXHIBIT "A"

LEGAL DESCRIPTION OF RESERVATION



Exh-A-1



**NAVTEQ
MAPS**

Topo U.S. 24K West
© 2008 NAVTEQ. All Rights Reserved. ©
Garmin Ltd. or its Subsidiaries
1995-2009.

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GARMIN

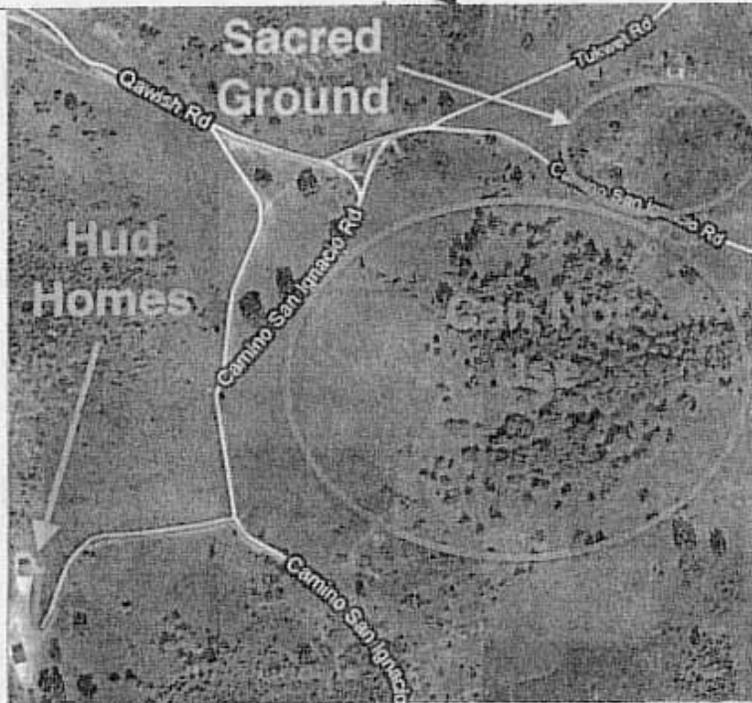
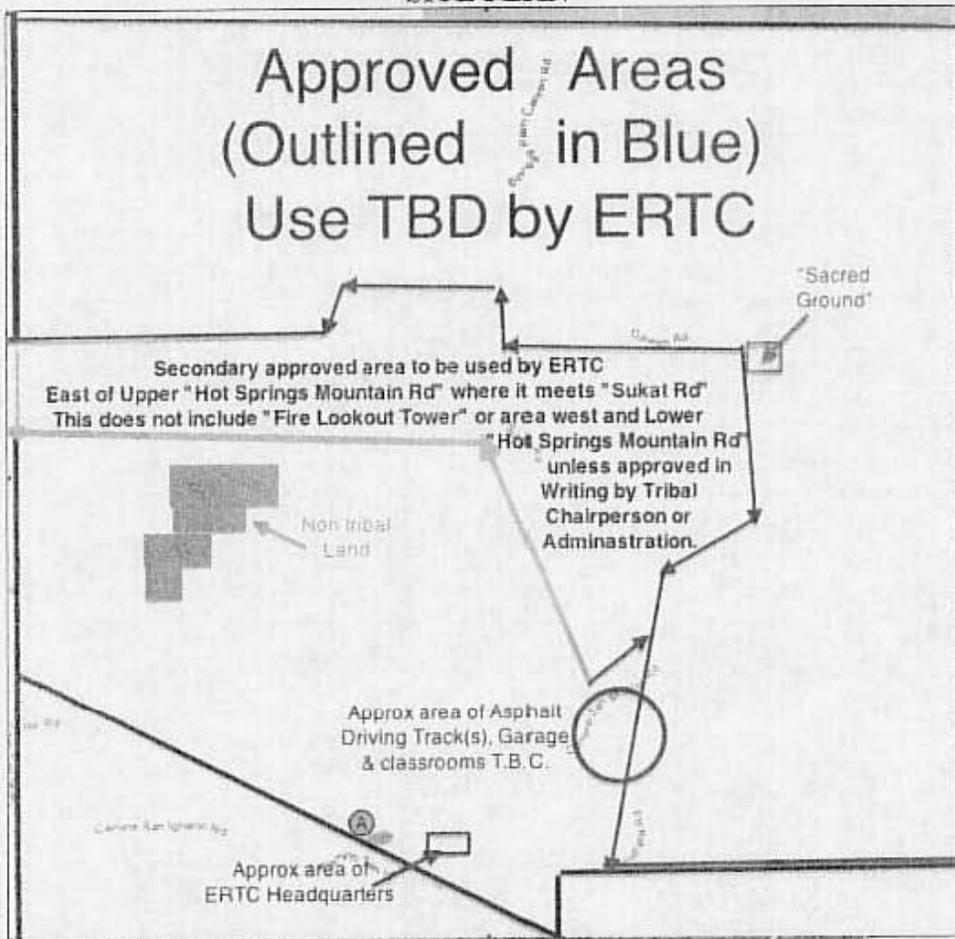
EXHIBIT "A-1"

LEGAL DESCRIPTION OF PREMISES

[To be provided, but not necessary]

Exh-A-1-1

EXHIBIT "B"
SITE PLAN



Exh-B-1

EXHIBIT "C"

GENERAL DESCRIPTION OF PERMITTED IMPROVEMENTS AND PERMITTED USE

1. **Permitted Improvements.** The permitted improvements shall include:
 - A. Roads, including new asphalted track or tracks.
 - B. Firing ranges.
 - C. Utility infrastructure to support these improvements and facilities, including necessary electricity, water, and waste infrastructure.
 - D. Any other facilities that would support or are reasonably related or ancillary to a Permitted Use, including, but not limited to, classrooms, offices, mess halls, lodges for residency during training, storage facilities, shooting houses, and vehicle maintenance facilities.

2. **Permitted Use.** The permitted uses shall include:
 - A. Location, erection, construction, and/or provision of the Improvements.
 - B. Firearms and on- and off-road driver training (including stopping and turning techniques) for law enforcement and/or military personnel.
 - C. Open-enrollment firearms and/or off-road driver training for civilians. All civilians participating in firearms training would be required to pass background checks through their local law-enforcement offices.
 - E. Any other uses that would support or are reasonably related or ancillary to the above, including, the storage and use of ammunition and explosives.

ADDENDUM NO. 1 TO GROUND LEASE
NOVEMBER 5, 2010

COPY

This Addendum No. 1 modifies and expands the March 1, 2010 Ground Lease Between The Los Coyotes Band of Cahuilla and Cupeno Indians, a federally recognized Native American Cahuilla Indian Tribe ("Tribe"), and ERTC, LLC. ("Tenant"). All terms of the March 1, 2010 Ground Lease ("Lease") remain in full effect except as modified herein, and all parties to this Addendum acknowledge and agree to be bound by the collective integrated terms of the Lease and this Addendum.

1. Consideration: In consideration for the lease rights granted in this Addendum, and in addition to the existing consideration described in the Lease, Tenant agrees to develop for the Tribe a Children's Park and a Tribal Hall/Tribal Office within the Tribe's sovereign territory. The specifications and development details for these improvements shall be determined by Tenant following discussions with the Tribe. The Tribal Hall will be approximately 50 feet by 25 feet in size, including a kitchen and wood fireplace. The Tribal Office will be approximately the same size as the Tribal Hall and will be connected thereto, and will include restrooms, office space, a secured storage area, and a conference room.

2. Lease Term: The Tribe and Tenant wish to maximize the economic value of the Lease and to extend the Lease Term consistent with the provisions of applicable federal law, specifically Code of Federal Regulations section 25 CFR 162, which authorizes the Tribe to enter into non-agricultural leases for a period not to exceed 25 years with an option for an extension of an additional 25 years. Therefore, the Lease Term between the Tribe and Tenant is hereby extended to twenty-four years and eleven months. The Expiration Date is hereby revised to February 1, 2034. At the end of the Lease Term, the parties shall have the option to extend the Lease and Addenda thereto for a further 24 years and 11 months.

3. Corporate Headquarters Development: The parties hereto agree and consent to the development by Tenant of a Corporate Headquarters Building complex, as described further in Lease Addendum No. 2.

4. Driver Training Track Development: The parties hereto agree and consent to the development by Tenant of a Driver Training Track complex, as described further in Lease Addendum No. 3.

5. Tribal Land Use Coordination: The parties hereto recognize that uncoordinated use of their land by outside parties may adversely affect their interests and interfere with Tenant's use rights. The parties agree that requests to utilize land belonging to the Tribe and/or the Additional Parties described in other Addenda by persons or organizations that are not members of or otherwise affiliated with the Tribe shall be coordinated by Tenant. Tenant shall receive the details of the land use request, discuss the proposal with the Tribe and/or Additional Parties, and negotiate land use compensation terms on behalf of the Tribe and/or Additional Parties as they may direct. Unless otherwise agreed in writing, the Tribe and/or Additional Parties shall be entitled to receive 100% of the compensation for outside parties' land use negotiated by Tenant.

6. Land Ownership Certification and Indemnification: The Tribe certifies that it is the lawful owner of the respective properties as described in the Lease and this Addendum, and that it has full authority to enter into this agreement and provide Tenant with the rights granted herein. In the event of disputes with or claims from third parties regarding the ownership of land and/or Tenant's rights of use as described in the Lease and Addendum, the Tribe agrees that 1) it shall be responsible to

use as described in the Lease and Addendum, the Tribe agrees that 1) it shall be responsible to indemnify, defend, and hold Tenant harmless from said disputes and claims; 2) it shall take all necessary legal or other actions to protect and preserve Tenant's uninterrupted rights of use, and; 3) it shall protect and preserve Tenant's actual physical use of the land and premises thereupon.

7. Land Identification: The parties acknowledge that there are no surveys or recorded legal descriptions that precisely identify the property boundaries subject to the Lease and Addenda, and agree that the maps and diagrams attached in Exhibit 1 hereto are acceptable for identifying the areas approved for Tenant's use. The parties shall work together in good faith to ensure all activity under this agreement occurs within approved areas. Given the lack of precise legal property descriptions, Tenant shall have no liability in the event of inadvertent intrusion of its developments and activities upon land areas outside the scope of the Lease/Addendum.

8. Sacred Land: Tenant acknowledges that certain areas within the Tribe's territory are Sacred Land and shall not be developed or otherwise entered upon except with the Tribe's express permission. The approximate area and location of the Tribe's Sacred Land is described in Exhibit 1 hereto. Tenant agrees to refrain from entry upon Sacred Land unless specifically approved by the Tribe, and to make all reasonable efforts to prevent parties associated with Tenant's activities from making unauthorized entry into the Sacred Land.

The signatories to this Addendum certify that each has full authority to execute this Addendum incorporating and integrating the provisions of the Lease and Addendum, and they fully agree to and accept the integrated terms and obligations therein.

THE LOS COYOTES BAND OF CAHUILLA AND CUPENO INDIANS



By: Francine Kupsch

Its: Tribal Spokesperson

Date: 11-5-10

ERTC, LLC.



By: Sean Roach

Its: Member & Co-Founder

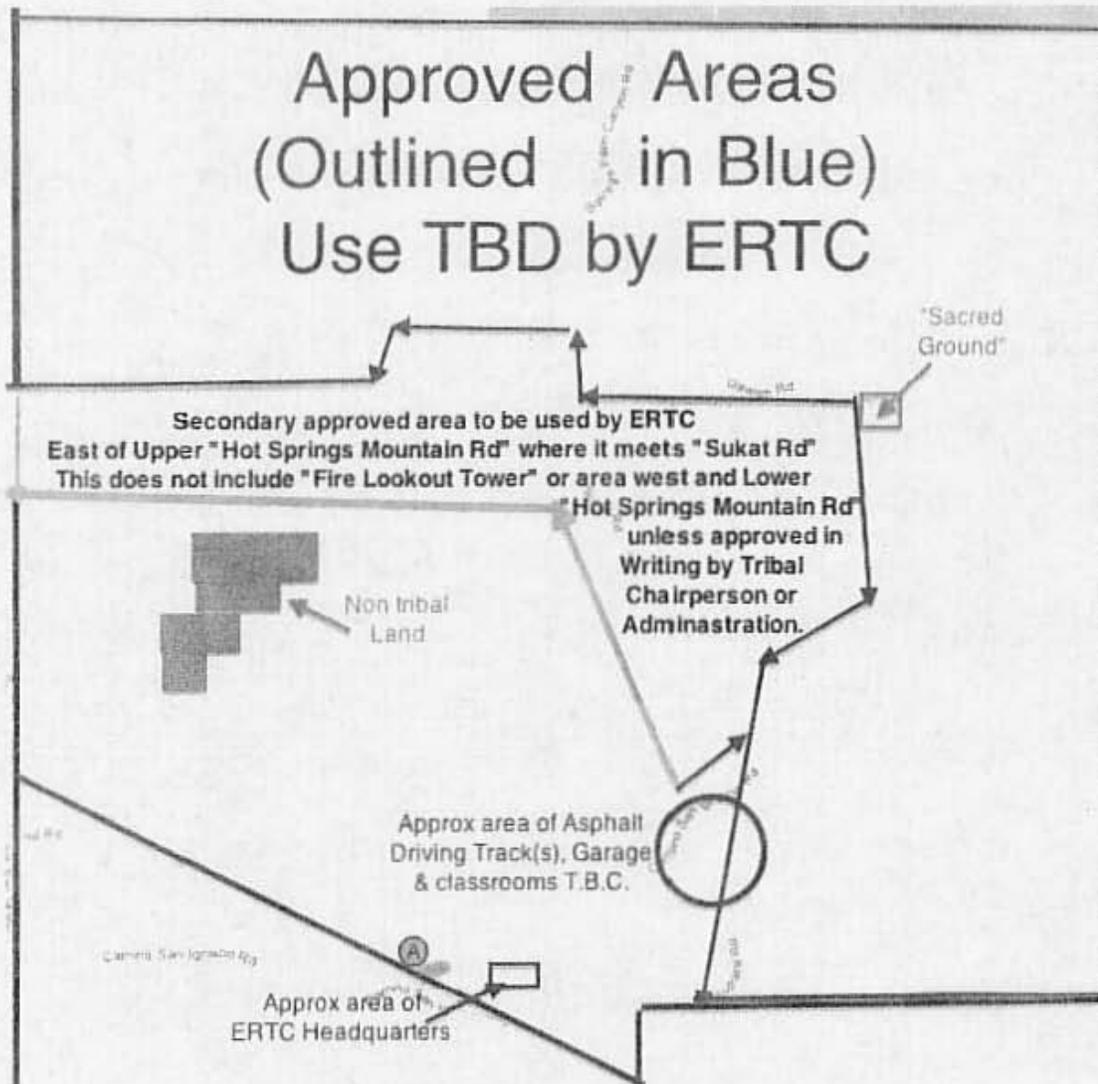
Date: Nov 5, 2010

EXHIBIT 1: Description of Authorized Tenant Use Site and Sacred Land Site.

EXHIBIT 1 – PROPERTY DESCRIPTION

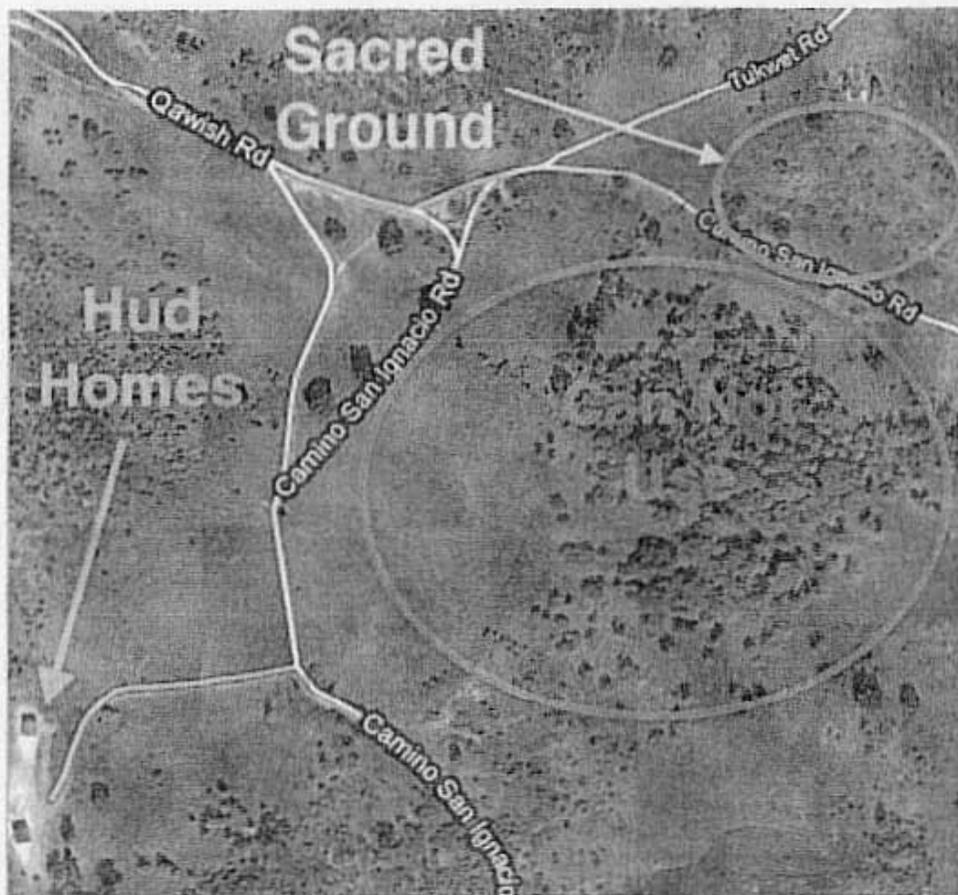
Given the lack of surveys or recorded legal descriptions for the subject property, the parties agree that the attached maps and property diagrams provide designations for the approximate agreed areas for Tenant's development activities.

The parties agree that the areas marked "Sacred Ground/Can Not Use" on the attached maps and diagrams represent the approximate area of the Tribe's Sacred Land as described in Addendum No. 1.



Initials:

EXHIBIT 1 – PROPERTY DESCRIPTION (Continued)



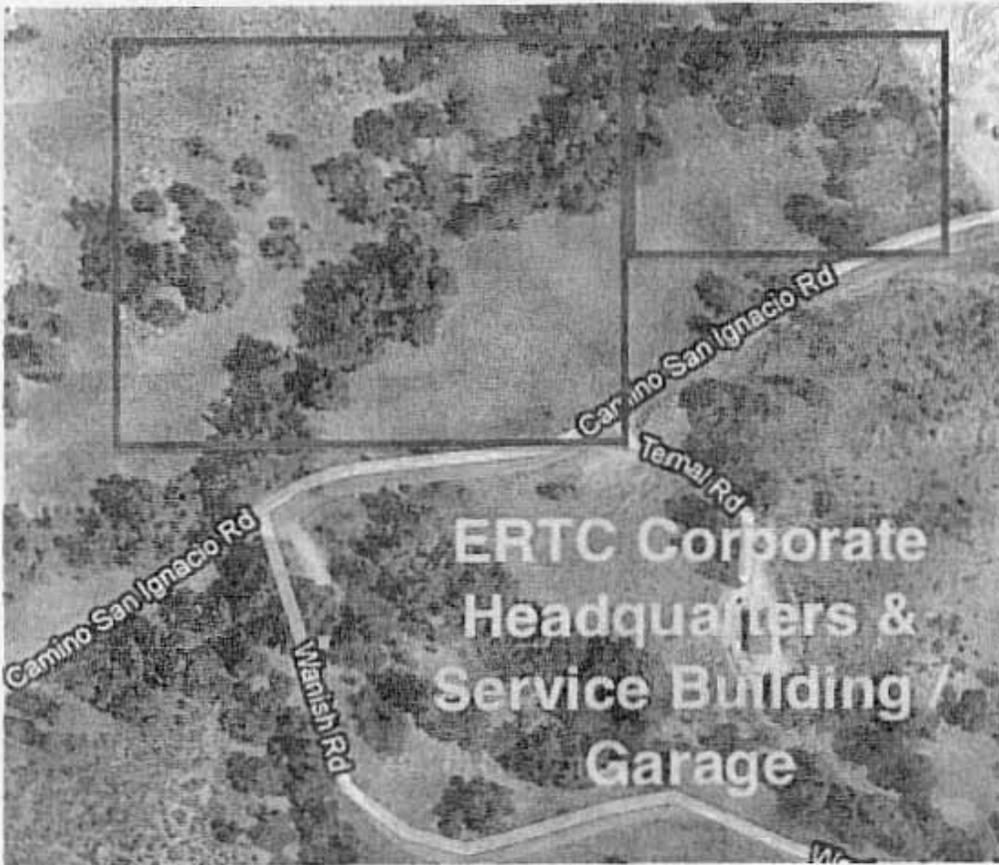
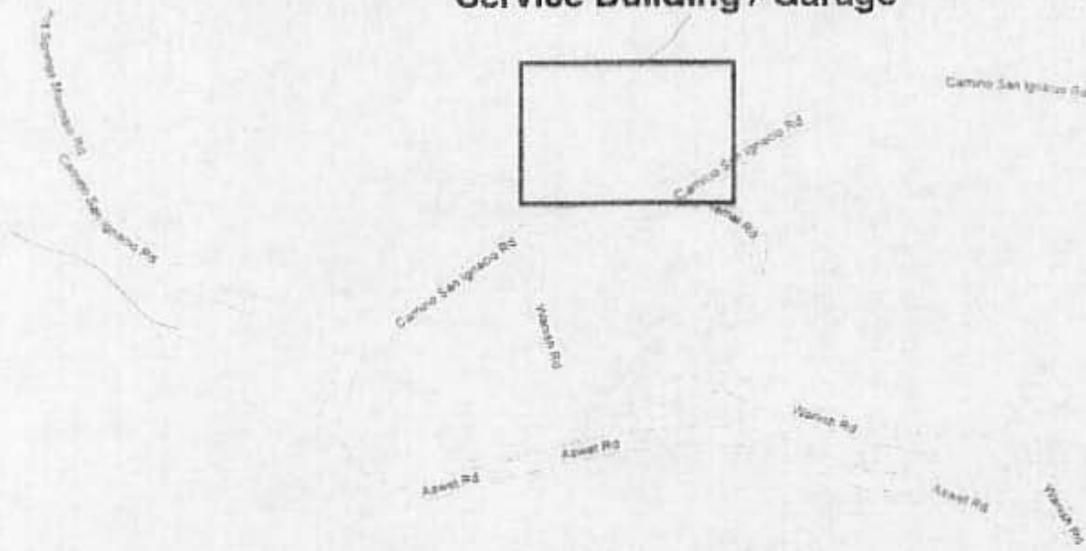
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EXHIBIT 1 - PROPERTY DESCRIPTION (Continued)

Hot Springs Mountain Rd

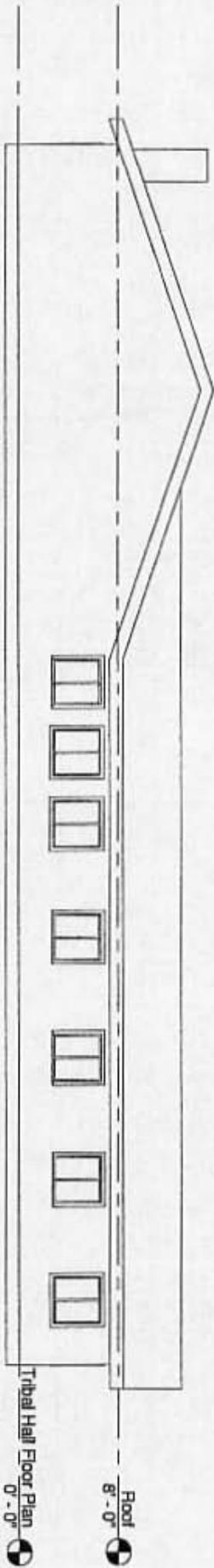
11000' 1000'

**ERTC
Corporate Headquarters &
Service Building / Garage**

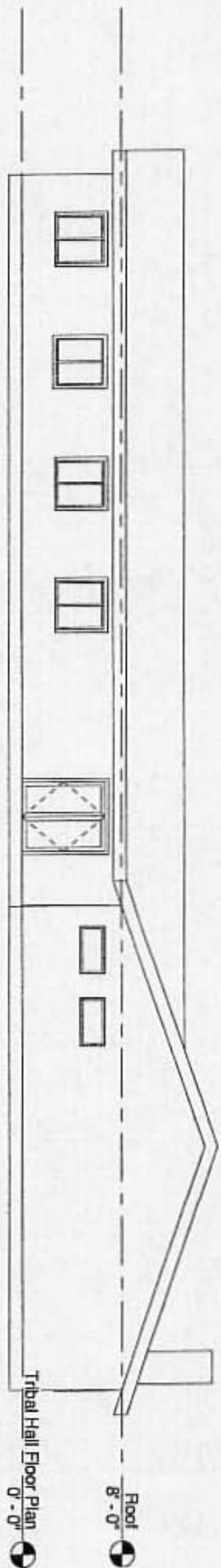


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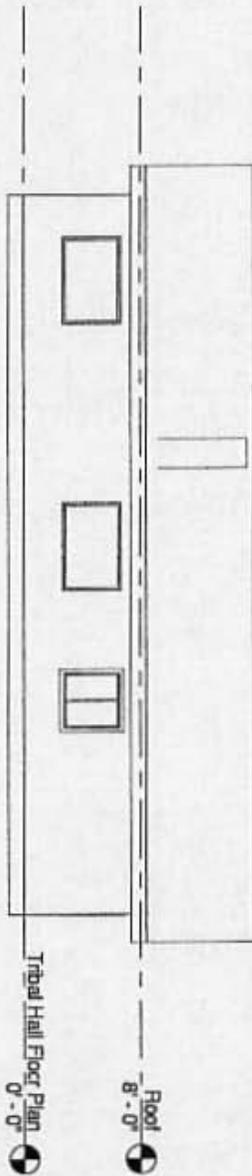
① North
1/8" = 1'-0"



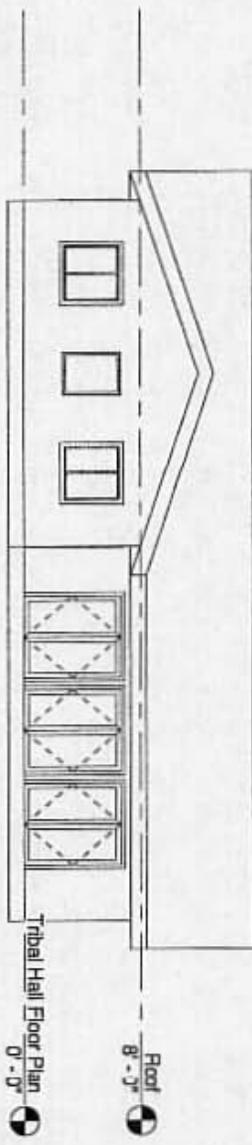
② South
1/8" = 1'-0"



LOS COYOTES EAGLE ROCK
DECEMBER 17, 2010



① East
1/8" = 1'-0"

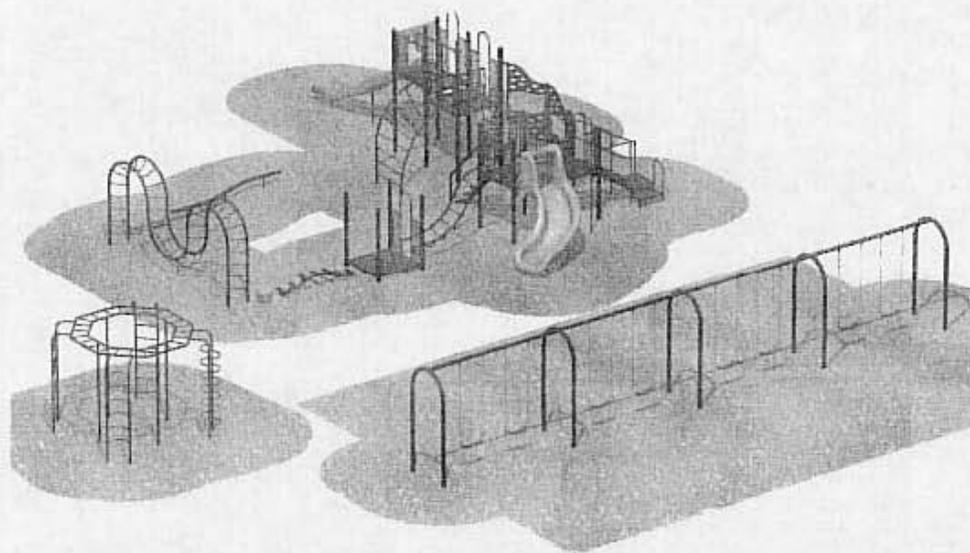
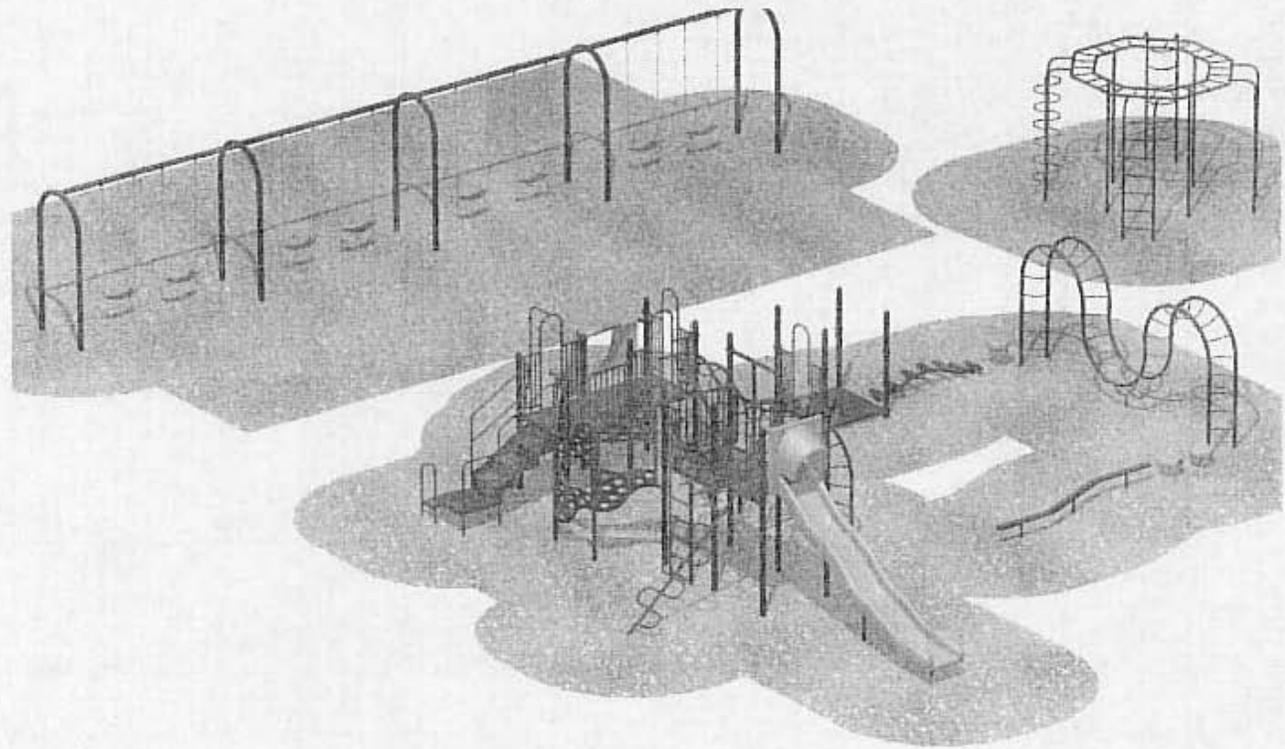


② West
1/8" = 1'-0"

LOS COYOTES EAGLE ROCK
DECEMBER 17, 2010

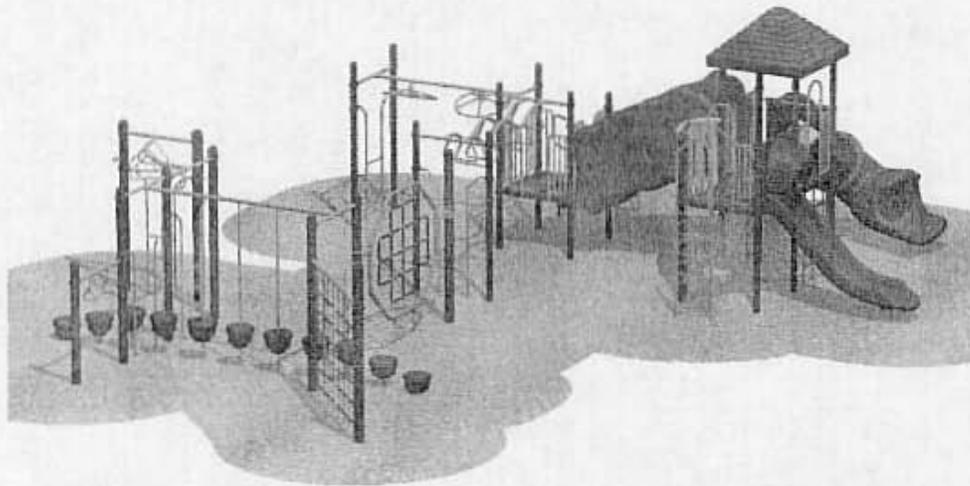
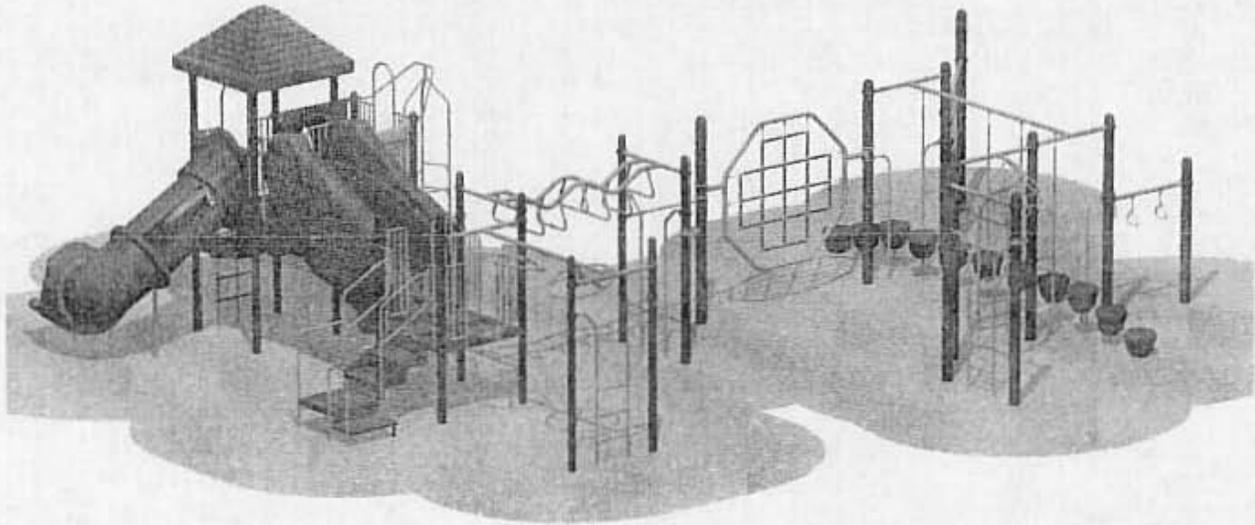
Sample of Kids Playground equipment

Option 1



Sample of Kids Playground equipment

Option 2



**ADDENDUM NO. 3 TO GROUND LEASE
CAMPBELL PROPERTIES
NOVEMBER 5, 2010**

COPY

This Addendum 3 modifies, expands, and adds additional parties to the March 1, 2010 Ground Lease Between The Los Coyotes Band of Cahuilla and Cupeno Indians, a federally recognized Native American Cahuilla Indian Tribe ("Tribe"), and ERTC, LLC. ("Tenant"). All terms of the March 1, 2010 Ground Lease ("Lease") remain in full effect except as modified herein, and all parties to this Addendum acknowledge and agree to be bound by the collective integrated terms of the Lease and this Addendum.

1. Additional Parties: The following individuals are added as parties to the integrated terms of the Lease and all Addenda, and grant the rights and undertake the obligations set forth in those integrated documents:

Mr. Milton Campbell
Mr. Andy Campbell

2. Lease Term: The lease term between Tenant and the Additional Parties who are signatories to this Addendum shall be twenty-four years and eleven months. The lease term for these parties shall commence on the date of the party's execution of this Addendum, indicated in each party's signature block herein.

3. Asphalt Driver Training Track Development: The parties hereto agree and consent to the development by Tenant of a Driver Training Track complex, to be located on the land approximately described in Exhibit 1 hereto, and to be operated by Tenant for the Lease term. The Driver Training Track complex will include an adjacent Office, Classroom, and Garage. The specifications and precise location of the track and buildings shall be determined by Tenant. In consideration for the use of land owned by Mr. Milton Campbell and Mr. Andy Campbell as the site of the Track and buildings, Tenant agrees to pay a monthly use fee of \$ 500⁰⁰ ~~per~~. Payment of the monthly use fee will commence upon final completion of the Track and buildings' construction. *ML AC*

4. Land Use Coordination: The parties hereto recognize that uncoordinated use of their land by outside parties may adversely affect their interests and interfere with Tenant's use rights. The parties agree that requests to utilize land belonging to the Tribe and/or the Additional Parties by persons or organizations that are not members of or otherwise affiliated with the Tribe shall be coordinated by Tenant. Tenant shall receive the details of the land use request, discuss the proposal with the Tribe and/or Additional Parties, and negotiate land use compensation terms on behalf of the Tribe and/or Additional Parties as they may direct. Unless otherwise agreed in writing, the Tribe and/or Additional Parties shall be entitled to receive 100% of the compensation for outside parties' land use negotiated by Tenant.

The property to be utilized by Tenant for the Driver Training Track development includes an existing campground area. To the extent the campground is not utilized by Tenant's activities, it may be used by outside groups for camping if approved by Tenant in advance on a case-by-case basis.

5. Land Ownership Certification and Indemnification: The Tribe and the Additional Parties certify that each is the lawful owner of their respective properties as described in the Lease and this Addendum, and that each has full authority to enter into this agreement and provide Tenant with the

rights granted herein. In the event of disputes with or claims from third parties regarding the ownership of land and/or Tenant's rights of use as described in the Lease and Addendum, the Tribe and the Additional Parties agree that 1) they shall be jointly and severally responsible to indemnify, defend, and hold Tenant harmless from said disputes and claims; 2) they shall take all necessary legal or other actions to protect and preserve Tenant's uninterrupted rights of use, and; 3) protect and preserve Tenant's actual physical use of the land and premises thereupon.

6. Land Identification: The parties acknowledge that there are no surveys or recorded legal descriptions that precisely identify the property boundaries subject to the Lease and Addenda, and agree that the maps and diagrams attached in Exhibit 1 hereto are acceptable for identifying the areas approved for Tenant's use. The parties shall work together in good faith to ensure all activity under this agreement occurs within approved areas. Given the lack of precise legal property descriptions, Tenant shall have no liability in the event of inadvertent intrusion of its developments and activities upon land areas outside the scope of the Lease/Addendum.

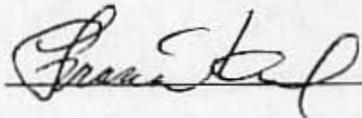
7. Tribal Approval: The Tribe, through its Council or other fully-empowered legal authority, specifically approves this Addendum and agrees to its incorporation into the March 1, 2010 Ground Lease.

ATTACHMENTS

EXHIBIT 1: Description of Campbell Property For Asphalt Driver Training Track Complex Site.

The signatories to this Addendum certify that each has full authority to execute this Addendum incorporating and integrating the provisions of the Lease and Addendum, and they fully agree to and accept the integrated terms and obligations therein.

THE LOS COYOTES BAND OF CAHUILLA AND CUPENO INDIANS

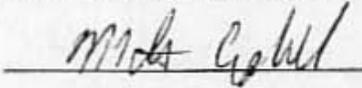


By: Francine Kupsch

Its: Tribal Spokesperson

Date: 11-5-10

MR. MILTON CAMPBELL



Date: 11-8-10

MR. ANDY CAMPBELL



Date: 11-8-10

ERTC, LLC.



By: Sean Roach

Its: Member & Co-Founder

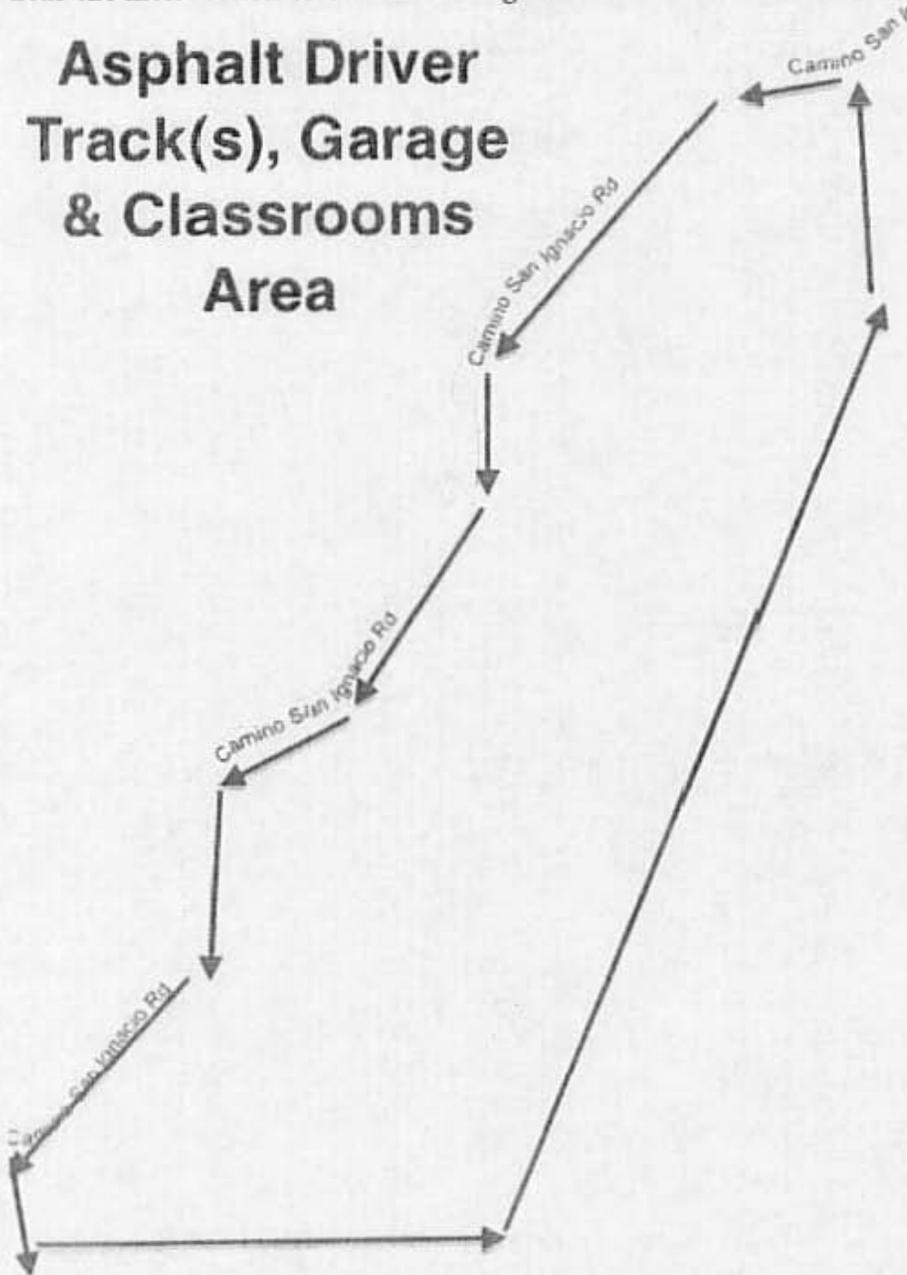
Date: NOV 5, 2010

EXHIBIT 1 – PROPERTY DESCRIPTION

Given the lack of surveys or recorded legal descriptions for the subject property, the parties agree that the attached maps and property diagrams provide designations for the approximate agreed areas for Tenant's development activities.

Tenant's Asphalt Driver Training Track Complex will be sited approximately in two open fields located to the south of Camino San Ignacio Road, including the "Camp Ground" area located near the intersection of Camino San Ignacio Road and Sukat Road.

**Asphalt Driver
Track(s), Garage
& Classrooms
Area**



Initials: SL ofb AC Q

DEIS Comments, Los Coyotes Band of Cahuilla and Cupeno Indian Fee-to-Trust and Casino-Hotel Project

Stand Up For California!
“Citizens making a difference”

www.standupca.org

P. O. Box 355
Penryn, CA. 95663

September 14, 2011

Amy Dutschke
Regional Director Bureau of Indian Affairs
Pacific Regional Office
2800 Cottage Way
Sacramento, Ca. 95825

RE: DEIS Comments, Los Coyotes Band of Cahuilla and Cupeno Indian Fee-to-Trust and Casino-Hotel Project

Dear Ms. Dutschke:

The following comments are being submitted on behalf of *Stand Up For California!* We reserve the right to submit additional comments as the freedom of information request we made of the Pacific Regional Office has not yet received a reply. We will address (1) the purpose and need of the tribe for this fee to trust acquisition, (2) the deficiency of the alternatives listed and omitted, (3) after acquired lands and its impact on the City of Barstow and State of California, (4) unaddressed impacts and (5) conclusion.

I40-1

The proposed project includes the development of a casino with approximately 57, 070 square feet of gaming floor. The casino related amenities include food and beverage services, retail space, banquet/meeting space, administration space and a hotel tower with 100 rooms. The entire complex will cover 23.1 acres of land located within the incorporated boundaries of the City of Barstow, San Bernardino County, California, just east of Interstate 15 on the way to Las Vegas, Nevada.

I. PURPOSE AND NEED:

The purpose and need of the proposed action is, “... to help provide for the economic develop of the Tribe and stability and self sufficiency of the Tribal government resulting in economic, social and other benefits for the Tribe.” The DEIS further lists the four permitted uses of gaming revenues under the Indian Gaming Regulatory Act as supporting the Tribes purpose and need for this fee-to-trust acquisition of 23.1 acres. The DEIS does not give a clear statement as why the Tribe needs the 23.1 acres of land in the City of Barstow.

I40-2

DEIS Comments, Los Coyotes Band of Cahuilla and Cupeno Indian Fee-to-Trust and Casino-Hotel Project

In other words, the purpose and need to take land out of the regulatory authority of the State, take the land off of the state and local government tax rolls, ignore all California environmental laws, civil regulatory laws and complicate the administration of justice to the surrounding community is for a casino as only a casino located on an interstate highway 150 miles from the Tribes established reservation, can satisfy the needs of the Tribe and its gaming investor from out-of-state.

“...the Tribe has no sustained revenue stream that could be used to fund programs and provide assistance to Tribal members.” (DEIS at page 1-2, last paragraph) This statement is out-of-date. Since 2001, the Los Coyotes Band has been listed on the quarterly report of the California Gambling Control Commission for the distribution of the Revenue Sharing Trust Fund (RSTF) money. Non-gaming tribes receive 1.1 million dollars annually in quarterly payments. **This is a sustained revenue stream that the Tribe has enjoyed over the last decade.** This is a significant sum of money to invest, provide health insurance or generate economic activity on-off the reservation. (Approximately 11 million dollars over the last decade)

I40-2
cont.

January 4, 2008, the Assistant Secretary of the Department of the Interior issued a denial letter for the fee to trust acquisition proposed by the Los Coyotes in 2006 for this same spot of land for the same exact purpose. What has changed? The letter clearly states, “*The IRA has nothing to do directly with Indian gaming*” (Page 1 last paragraph). Thus, it appears that the supplemental reasons for purpose and need listed in the DEIS copied at page 1-2 from the Indian Gaming Regulatory Act (Section 2710 (b)(2)(B) (i-iv)) are not valid reasons for this fee-to-trust transfer.

Further, page 1-3 of the DEIS states Congress finds “a principal goal of Federal Indian policy is to promote tribal economic development, tribal self-sufficiency and strong tribal government” (25 U.S.C. 2701). This section of the Indian Gaming Regulatory Act is written with the intent and spirit of “on reservation” gaming activity. It is not until section 2719 of the Indian Gaming Regulatory Act that the reader is introduced to the “*limited exceptions*” for the acquisition of after-acquired lands for gaming.

In Assistant Secretary Larry Echo Hawk’s September 1, 2011 two part determinations he considers the distance the tribes are from their established reservations. In the positive determination for the North Fork, he states, “More than 60% of the tribal members live within 50 miles of the proposed site. Gaming revenues would allow the Tribe to increase its service-delivery to tribal members, and allow the Tribe to develop a land-base.” In the Enterprise determination, Assistant Secretary Echo Hawk repeats a distance of 54 miles from the Tribes existing trust lands (driving distance).

I40-3

These are relevant statements to consider for the Los Coyotes proposal. The 23.1 acres of land in Barstow are approximately 150 miles from the established reservation. In the Desert Dispatch August 1, 2011, *Bill would require analysis of off reservation projects*, a statement by a tribal member presents a new concern about distance, “Tina Johnson, a Los Coyotes member, said in an interview at a July 27, public hearing for the casino that over 50 percent of the tribe members live in San Bernardino or Riverside Counties, and that many are planning to work at the casino.”

DEIS Comments, Los Coyotes Band of Cahuilla and Cupeno Indian Fee-to-Trust and Casino-Hotel Project

Many of these tribal members live on other Indian Reservations in San Bernardino and Riverside Counties, such as the Morongo Reservation. This leaves less than 50% of the Los Coyotes members currently living and seeking to develop business opportunities on the established Reservation. An off reservation casino 150 miles away would only further disrupt the Los Coyotes continuity as a community. The division in the location of the membership as well as the political factions that have developed due to the divided locations already appears to have played a part in the recent arson fire at the location of the proposed "on reservation" casino alternative. *Tribal tensions come to light following Eagle fire, August 27, 2011*, by Edward Sifuentes, North County Times.

I40-3
cont.

As stated in the 2008 letter of denial by then Assistant Secretary Carl Artman, "While the financial benefits of the proposed gaming facility might create revenues for the Tribe and may mitigate some potential negative impacts, the Tribe's application fails to carefully address and comprehensively analyze the potential negative impacts on reservation life and does not clearly demonstrate why these negative impacts should be out weighted by the financial benefits of tribal ownership of a remote gaming facility." The current negative impact of two young tribal members facing 10 years to life in federal prison is a far reaching impact leaving a life time scar on the tribal community. No financial benefit can heal or mitigate this negative impact.

I40-4

II. ALTERNATIVES:

The DEIS provides the following alternatives:

- (A) Barstow casino and hotel complex project
- (B) Barstow Reduced Casino Hotel Complex
- (C) A reduced intensity casino at a 19 acre site within the los coyotes reservation
- (D) A non-gaming alternative specifically the development of a campground facility within the Los Coyotes Reservation
- (E) A no action alternative

The alternatives offered and omitted create a substantial inadequacy in the DEIS. The DEIS is really only proposing a project of a casino. The DEIS proposes a casino off reservation, a reduced casino off reservation, a casino on the reservation, a camp ground or no action. There is no non-gaming alternative for the Barstow site or any other lands off reservation within the Tribes historical areas. This is not a reasonable range of comparable alternatives. The Tribe currently has a campground on the Reservation that fell into disarray but in recent time appears to be in the process of refurbishment.

I40-5

Omitted from this list of alternatives is a current business venture of the Los Coyote, the Eagle Rock Training Center located on the Tribe's established Reservation. *Tribal tensions come to light following Eagle fire, August 27, 2011*, by Edward Sifuentes, North County Times. This recent news article indicates that the agreement is still in place.

Why is the Eagle Rock Training Center Agreement not included in the DEIS? The location of the "on reservation casino proposal" and the training center are one in the same? The DEIS

DEIS Comments, Los Coyotes Band of Cahuilla and Cupeno Indian Fee-to-Trust and Casino-Hotel Project

must explain why? There is no explanation in this document. News reports from the North County Times indicate this facility provides a “revenue stream” from government contracts and Hollywood Film productions. Moreover, a call to the County of San Diego verifies that the Tribe has not approached the county to negotiate a casino development on the established reservation. The DEIS due to a lack of a county mitigation agreement fails to provide mitigations for an on reservation casino alternative.

This document lacks a reasonable range of alternatives. The DEIS is offering myopic alternatives for a casino, a casino or a casino. The National Environmental Impact Act requires a reasonable range of alternatives that satisfy the purpose and need and avoid or minimize significant impacts. The alternatives must rigorously and objectively evaluate a comparable form.

140-5
cont.

California is seeking green energy. The remote location of the reservation and its geography provide entrepreneurial opportunities for solar and wind developments. Perhaps the DEIS should explore such opportunities in comparable form to meet the Tribe’s purpose and need.

III. AFTER ACQUIRED LAND FOR GAMING - 25 CFR 151.11:

After acquired lands for gaming and particularly lands that require the Department of the Interior to consider the location of the land relative to State Boundaries and its distance from the boundaries of the Tribes established reservation must be given considerable scrutiny as the distance increases. The land-use must support the justification of the benefits to the Tribe and that there will be no detrimental impacts to state and local governments.

Under the off reservation exception, the Secretary must determine that a gaming establishment on newly acquired lands would be in the best interest of the Indian tribe and its members, and would not be detrimental to the surrounding community. The Governor of the State in which the proposed gaming facility would be located must concur in that determination. The Secretary’s determination can only be reach after significant consultation with state and local officials, including nearby Indian tribes. The off reservation exception does not provide nor do any of the other exceptions found in section 20 of IGRA provide objective standards that require determinations to be based on hard factual evidence. Rather, Secretarial determinations are based on political discretion, which more often than naught ignores the voice of the non-tribal public.

140-6

- **The impacts of the proposed off reservation casino 150 miles from the Tribe’s established reservation are detrimental to public policy and the good operation of state and local governments.**

Impacts to the City:

The City of Barstow has negotiated a Municipal Service Agreement with the Los Coyotes and is satisfied with the revenue sharing benefits of the agreement. However there are concerns regarding this agreement. In our view, we believe that entering into the agreement with BarWest LLC and the Los Coyotes Band of Mission Indians is/was both unlawful and ill-advised for the following reasons:

140-7

Failure to comply with the California Environmental Quality Act (CEQA) prior to the City Council of Barstow performing a legislative act to enter into a binding and enforceable contract with the Los Coyotes Band of Mission Indians and BarWest LLC for the development of Casino complex. Tribe wants 20 acres made sovereign, Desert Dispatch Thursday July 1, 2003.

The City Council of Barstow did not comply with the California Environmental Quality Act, (CEQA) before legislatively voting to approve the service agreement. While the City is providing only a preliminary support for the tribal governments proposed project, they have signed a binding and enforceable agreement requiring the City to provide services. The proposed Municipal Service Agreement (MSA) constitutes a "project" under the California Environmental Quality Act and yet no CEQA analysis was ever undertaken, much less completed or made available for public review. **While the tribal government is not subject to CEQA, the City is.**

I40-7
cont.

The proposed MSA contains provisions legally binding the City to several definite courses of actions that will involve physical changes to the environment. The City cannot bind itself to provide additional services at the Tribe's or Bar West's request where the City presently lacks the capacity to provide them and must complete both an environmental impacts analysis and consider discretionary approvals in order to upgrade its service facilities.

- **Because no analysis was done the public was not able to identify an exhaustive list of all possible actions required by the proposed MSA at the July 1, 2004 informational hearing. That would have necessitated an environmental analysis.**

Redevelopment Agency litigation: The cities of Hesperia and Palm Springs¹ negotiated through their Redevelopment Agencies in violation of California State law. It appears the subject land for the casino in Barstow is within the purview of the City's Redevelopment Agency. Health and Safety Code§ 33426.5.² This issue has previously been litigated by the State successfully against cities negotiating with tribes. This raises concerns over compliance with state law.

I40-8

- (c) A development or business, either directly or indirectly, for the acquisition, construction, improvement, rehabilitation, or replacement of property that is or would be used for gambling or gaming of any kind whatsoever including, but not limited to, casinos, gaming clubs, bingo operations, or any facility wherein banked or percentage games, any form of gambling device, or lotteries, other than the California State Lottery, are or will be played.

Impacts to the State:

The proposed Land if acquired for gaming will undermine the constitutionality of California's Indian gaming regime. As you may be aware, the State has successfully defend a

I40-9

¹ The Desert Sun, 11-04.03, by Brian Joseph, *Palm Springs deal sparks lawsuit*

² The Hesperia Star, 10-21-2003, by Peter Day, *Casino Battle Heats Up*

DEIS Comments, Los Coyotes Band of Cahuilla and Cupeno Indian Fee-to-Trust and Casino-Hotel Project

challenge to the constitutionality of Proposition 1A³, which challenge alleged that California violated the Equal Protection Clause of the United States constitution when it permitted Indian tribes to conduct class III gaming on Indian lands, to the exclusion of all others. *Artichoke Joe's*, supra, 353 F. 3d at 731. In upholding Proposition 1A, the Ninth Circuit Court of Appeals relied upon the State's restriction of tribal gaming "to carefully limited locations" as a reasonable means of serving the State's interest in protecting the public health, safety, welfare and good order.

I40-9
cont.

The proposed Land if acquired for gaming will undermine the sovereign authority of tribal governance. In a letter dated January 10, 2010, the Honorable Nelson Pinola, Tribal Chairman of the Manchester-Point Arena Band of Pomo Indians alerts fellow tribal leaders of a pending BIA action that he believes poses a very serious and immediate threat to tribal government gaming. "I believe that if we allow the strong clear, historical, governmental and cultural connection between our land and our sovereignty to be broken we are playing into the hands of the enemies of tribal sovereignty. Their arguments will be strengthened by a BIA decision to simply create sovereign authority over any land that looks good for a business."

I40-10

The propose Land if acquired for gaming will disenfranchise the state electorate. In 2000 voters of California were asked to grant a monopoly to tribal governments for class III gaming on Indian lands. It was never the intent that new Indian lands would be created for the sole purpose of casinos. **In recent time, citizens have considered support for expanding gaming to all gaming interests in the State *if* off reservation gaming on after acquired lands is permitted.**

I40-11

IV. UNADDRESSED IMPACTS

On July 31, 2011, the San Bernardino Sun published a story by Jim Steinberg; the *Las Vegas train threatens Barstow*. This news report raises both interesting and devastating predictions that the DEIS has not addressed as potential impacts to the marketability of a casino at this location in the City of Barstow. "The proposed Desert X-press, would divert 33 percent of the traffic on the 15 Freeway that stops in Barstow and cause the loss of 2,295 jobs, Barbieri's report says." The proposed high speed train would link Victorville to Las Vegas bypassing the City of Barstow. This change in gaming marketability presents a circumstance that requires a supplemental Environmental Impact Statement.

I40-12

V. CONCLUSIONS:

The citizens of the City of Barstow who are not supportive of an off reservation casino promoted by a Tribe from 150 miles away with investors from out of state, have justifiable expectations that the community remains similar to its present character.

I40-13

Stand Up For California! appreciates the opportunity to submit the foregoing comments and

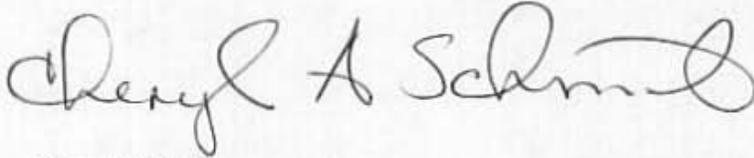
³ Proposition 1A provided for a limited exception for federally recognized Indian Tribes on California Indian Lands in the States prohibition on Casino style gaming. This statewide ballot measure was supported by 64% of California voters on March 7, 2000.

DEIS Comments, Los Coyotes Band of Cahuilla and Cupeno Indian Fee-to-Trust and Casino-Hotel Project

trust that the Secretary will consider this analysis. We hope you will find these comments helpful and useful in your decision making process. An approval of an off reservation casino in the City of Barstow will have far reaching impacts. Please do not hesitate to contact us if you require additional information or have questions.

140-13
cont.

Sincerely,



Cheryl Schmit
Stand Up For California!
916-663-3207
cherylschmit@att.net
www.standupca.org

WRITTEN COMMENT CARD

BUREAU OF INDIAN AFFAIRS - DEIS PUBLIC HEARING
LOS COYOTES BAND OF CAHUILLA AND CUPEÑO INDIANS 23-ACRE FEE-TO-TRUST TRANSFER AND CASINO-
HOTEL PROJECT, CITY OF BARSTOW, CALIFORNIA

BARSTOW COMMUNITY COLLEGE GYMNASIUM
2700 Barstow Road, Barstow, California

IF YOU WOULD LIKE TO SUBMIT A WRITTEN STATEMENT, PLEASE COMPLETE THE FOLLOWING INFORMATION AND COMMENT IN THE SPACE PROVIDED BELOW. GIVE TO ATTENDANT OR DROP IN THE WRITTEN COMMENT BOX. COMMENTS MAY ALSO BE SUBMITTED BY MAIL TO THE ADDRESS LISTED BELOW.

(Please write legibly)

Name: Jo Meugniot Organization: Homeowner

Address: 36851 Weston Ave, Barstow, CA 92311

Comment: I feel that the Los Coyotes Band of Cahuilla, Cupeño Indians and the citizens of Barstow would benefit from the establishment of a Casino-Hotel. It would bring about jobs and opportunities to an economically devastated area. The Native Americans would benefit financially from the proposed project due to its location via I-5 freeway. I welcome this project with open arms.

I41-1

Please give to attendant, drop in Written Comment Box, or mail to the Bureau of Indian Affairs, Attention: Ms. Amy Dutschke, Regional Director, Pacific Regional Office, Bureau of Indian Affairs, 2800 Cottage Way, Sacramento, CA 95825. Please include your name, return address, and the caption: DEIS Comments, Los Coyotes Band of Cahuilla and Cupeño Indians Fee-to-Trust and Casino-Hotel Project.

WRITTEN COMMENT CARD

BUREAU OF INDIAN AFFAIRS - DEIS PUBLIC HEARING
LOS COYOTES BAND OF CAHUILLA AND CUPEÑO INDIANS 23-ACRE FEE-TO-TRUST TRANSFER AND CASINO-
HOTEL PROJECT, CITY OF BARSTOW, CALIFORNIA

BARSTOW COMMUNITY COLLEGE GYMNASIUM
2700 Barstow Road, Barstow, California

IF YOU WOULD LIKE TO SUBMIT A WRITTEN STATEMENT, PLEASE COMPLETE THE FOLLOWING INFORMATION AND
COMMENT IN THE SPACE PROVIDED BELOW. GIVE TO ATTENDENT OR DROP IN THE WRITTEN COMMENT BOX.
COMMENTS MAY ALSO BE SUBMITTED BY MAIL TO THE ADDRESS LISTED BELOW.

(Please write legibly)

Name: WILL MEUGNIOT Organization: HOME OWNER

Address: 36851 WESTON AVE, BARSTOW, CA. 92311

Comment: AS A HOME OWNER WITH A DEEP COMMITMENT TO THE AREA,
I FEEL IT IS OF THE UTMOST IMPORTANCE TO BRING NEW
JOBS AND OPPORTUNITY TO THIS ECONOMICALLY DEVASTATED
AREA. THE PROPOSED CASINO WILL BE A BOON TO THE
CITY.

I42-1

Please give to attendant, drop in Written Comment Box, or mail to the Bureau of Indian Affairs, Attention: Ms. Amy Dutschke, Regional
Director, Pacific Regional Office, Bureau of Indian Affairs, 2800 Cottage Way, Sacramento, CA 95825. Please include your name, return
address, and the caption: DEIS Comments, Los Coyotes Band of Cahuilla and Cupeño Indians Fee-to-Trust and Casino-Hotel Project.

RECEIVED

2011 AUG -1 PM 4:10

PACIFIC REGIONAL
OFFICE

7/27/11:

Amy Dutschke
Regional Director
Pacific Regional Office
Bureau of Indian Affairs
Sacramento, Ca. 95825

Dear Ms. Dutschke:

My wife, Carol, and I are approaching our mid seventies and have lived at the same address in Barstow, Ca. for over 40 years. In years past this was a blue collar town supported by jobs in the trucking, railroad, and military industries. There was a strong work ethic among the residents and we had a very nice town with a mall, attractive and well kept small homes, a great Main St., and most of all, PRIDE.

Sadly this began to change several years ago when we started to lose our good blue collar jobs and economy. Good hard working people had to leave to follow their work and others became unemployed. Our wonderful shopping mall and everything except Walmart closed up for lack of business.

Sadly, the vacuum that was created in this town by working people leaving has been filled by generational welfare types from the inner cities of Los Angeles and else where. With no work available and no work ethic these people have brought crime, property destruction, and their usual problems to our town. Barstow needs something to help stem this tide and do something positive for this town. We believe a properly run casino will help achieve this goal. With jobs, tax revenue, and other positive aspects of a project like these it has to be a winner for this town.

Therefore, count my wife and I as strong supporters of the proposed Indian Casino in Barstow, California

I43-1

Sincerely,

Gary & Caroline Haley
Gary & Caroline Haley
1212 Kay Ct.,
Barstow, Ca., 92311

Reg Dir	_____
Dep Reg Dir	_____ <i>T 32</i>
Reg Adm Ofcr	_____
Route	_____ <i>DECRMS</i>
Response Required	_____ <i>NO</i>
Due Date	_____
Memo	_____ Ltr _____
Tele	_____ Other _____
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_____	_____

7/26/11

Amy Dutschke
Regional Director

RECEIVED

2011 AUG -1 PM 4:03

PACIFIC REGIONAL
OFFICE

Barstow Casino

My name is Alicia Espinoza and I am 38 years old and I was born in Barstow. I moved away for 7 years and returned because the cost of living is cheap and my family lives here. I support the Barstow Casino 100%. Barstow needs a lot of revenue to help this small town grow. Besides entertaining adults the revenue is going to provide more jobs for everyone in the city and for the people in the high desert. This will provide more activities for our children, shopping malls, and a lot more parks. The two biggest problems in Barstow are the low income families and absolutely nothing to do for our children in Barstow. Anyone that has money in Barstow spends their money out of town. The people don't support the community because the City Council doesn't support the community. The city council is scared that a Casino will bring more crime, well hire more police officers. Since the market went down a lot of people moved here from LA County and the crime rate went up. There is going to be crime wherever you live. Barstow can't get worse than it already is, it will only get better and this is the way to start it with a casino.

I44-1

Thank You

Alicia Espinoza

Alicia Espinoza

Reg Dir _____
 Dep Reg Dir T _____
 Reg Adm Ofcr _____
 Route Secrm _____
 Response Required No _____
 Due Date _____
 Memo _____ Ltr _____
 Tele _____ Other _____

Amy
Reg Deputy T &
No Reply
Decrms

WRITTEN COMMENT CARD

BUREAU OF INDIAN AFFAIRS - DEIS PUBLIC HEARING
LOS COYOTES BAND OF CAHUILLA AND CUPEÑO INDIANS 23-ACRE FEE-TO-TRUST TRANSFER AND CASINO-
HOTEL PROJECT, CITY OF BARSTOW, CALIFORNIA

BARSTOW COMMUNITY COLLEGE GYMNASIUM
2700 Barstow Road, Barstow, California

IF YOU WOULD LIKE TO SUBMIT A WRITTEN STATEMENT, PLEASE COMPLETE THE FOLLOWING INFORMATION AND COMMENT IN THE SPACE PROVIDED BELOW. GIVE TO ATTENDENT OR DROP IN THE WRITTEN COMMENT BOX. COMMENTS MAY ALSO BE SUBMITTED BY MAIL TO THE ADDRESS LISTED BELOW.

(Please write legibly)

Name: Betty Buxton Organization: Your wife's mother

Address: 5160 Penny Ave. North Hollywood, CA 91601

Comment: Our native Indians/Americans should be allowed to enjoy the many opportunities that will be afforded to them with the building of a casino/hotel in the Barstow area.

Other Indian groups expressed negative views at the meeting today, I was shocked at how selfish and unwelcoming they were to

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help their fellow Indians succeed as they have with building of casinos in developing their land.

145-1

Amy
Reg Deputy T/H
Decrm
No Reply

WRITTEN COMMENT CARD

BUREAU OF INDIAN AFFAIRS - DEIS PUBLIC HEARING
LOS COYOTES BAND OF CAHUILLA AND CUPEÑO INDIANS 23-ACRE FEE-TO-TRUST TRANSFER AND CASINO-
HOTEL PROJECT, CITY OF BARSTOW, CALIFORNIA

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2700 Barstow Road, Barstow, California

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(Please write legibly)

Name: Dr. Sheldon Neweron Organization: Doctor - General Practice ^{Medicine}

Address: 8854 Alcott St #3 Los Angeles 90035

Comment: I have worked in the emergency room in the high desert during my earliest years as a physician. I fell in love with the desert and people properly there. Unfortunately I have not seen much growth or improvement. A casino would bring much needed money to benefit the poor and improve the medical opportunities/job growth

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Community Indians

WRITTEN COMMENT CARD

BUREAU OF INDIAN AFFAIRS - DEIS PUBLIC HEARING
LOS COYOTES BAND OF CAHUILLA AND CUPEÑO INDIANS 23-ACRE FEE-TO-TRUST TRANSFER AND CASINO-
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(Please write legibly)

Name: Evelyn Burton-Vucetich Organization: Teacher

Address: 5160 Denny Ave #9 Ns. Hollywood, CA 91601

Comment:
I have owned desert property for 20yrs near Barstow and I am planning to retire there soon.
Barstow would greatly benefit from having a casino. I am looking forward to seeing Barstow improve by expanding economic opportunity to both the Indian tribes and their own community

147-1

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Amy
Reg. Deputy (T)
Deerm
No-Reply

WRITTEN COMMENT CARD

BUREAU OF INDIAN AFFAIRS - DEIS PUBLIC HEARING
LOS COYOTES BAND OF CAHUILLA AND CUPEÑO INDIANS 23-ACRE FEE-TO-TRUST TRANSFER AND CASINO-
HOTEL PROJECT, CITY OF BARSTOW, CALIFORNIA

Army
Route Decrm
Trust 11
(NO) - Reply

BARSTOW COMMUNITY COLLEGE GYMNASIUM
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(Please write legibly)

Name: Darrell Jauss, Fire Chief Organization: Barstow Fire Protection District

Address: 8601 Barstow Road, Barstow, CA 92311

Comment: I feel the DEIS addresses all potential impacts to public safety. The fire protection levels will increase when the project is approved. This will not only meet the needs of the project but also fill a much needed gap of Public safety in the Lenwood specific area. Darrell Jauss

148-1

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BARSTOW

COMMUNITY COLLEGE

July 27, 2011

Dear Representatives of the Bureau of Indian Affairs, Los Coyotes Band of Cahuilla and Cupeno Indians, and Interested Barstow-Area Citizens:

On behalf of the board of trustees and the president/superintendent of Barstow Community College, we welcome all of you to our lovely campus. Unfortunately, members of the board, the district president, and many of the college's administrators are unable to be in attendance this evening for this very important hearing on a topic of immense interest to the citizens of the greater Barstow area, due to a scheduling conflict with the regularly-scheduled meeting of the board of trustees at this same time. We did, however, designate Mr. David Grossman, a full-time faculty member currently serving as interim dean of instruction at the college, to represent the college as its spokesman, and to read to you this letter in support of the proposed Los Coyotes Barstow Casino Project on Lenwood Road.

It is our position that the building of the proposed casino would greatly enhance the economic vitality and livability of the region in many ways, and create opportunities to significantly promote the region's workforce and economic development. In this endeavor, Barstow Community College is committed to assist in achieving this vision by providing the educational opportunities that casino workers and their families need or desire. Further, the college will look to work with casino management to help train its workforce in programs that best meets its needs, including, but not limited to, business, accounting, culinary arts, electronics, electrical, alternative energy technology, public safety, welding, hospitality, gaming, or other specially-designed or tailored training programs.

In conclusion, we at Barstow Community College reiterate our support for the Los Coyotes Barstow Casino Project, and are confident that a productive and mutually-beneficial partnership between the two entities will be established that will generate tremendous benefits for the greater Barstow Community.

Respectfully,

Handwritten signature of Ted Baca in black ink.

Ted Baca, Ph.D.
President, Board of Trustees

Handwritten signature of Thom M. Armstrong in black ink.

Thom M. Armstrong, Ph.D.
President/Superintendent

I49-1